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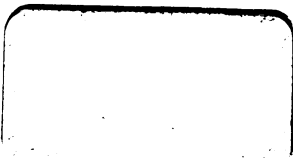


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TWENTY-SIXTH ANNUAL REPORT

OF THE

RAILROAD AND WAREHOUSE COMMISSIONERS

OF THE

STATE OF MISSOURI

YEAR ENDING JUNE 30, 1901.

T. J. HENNESSEY, Chairman,	} Commissioners.
W. E. MCCULLY.	
JOE P. RICE,	
JAMES HARDING, Secretary.	



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REPORT.

PART I.

STATE OF MISSOURI, RAILROAD AND WAREHOUSE DEPARTMENT, {
CITY OF JEFFERSON, January 5, 1902. }

Hon. A. M. DOCKERY, Governor of Missouri:

Sir: In accordance with the requirements of law, we hereby submit the report of the Railroad and Warehouse Commission for the year ending June 30, 1901, being the 26th annual report of the Board.

As with former reports, the completion and filing of this report has been greatly delayed on account of the tardiness in filing the annual statements required by law on the part of some companies, and the entire failure to file statements on the part of others. The following named companies failed to file their annual statements for the year ending June 30, 1901:

Cape Girardeau, Bloomfield & Southern, Chester, Perryville & Ste. Genevieve, Hamilton & Kingston, Houck's Missouri & Arkansas, St. Louis, Caruthersville & Memphis, St. Louis Kansas City & Colorado, St. Louis & Memphis, St. Louis, Kennett & Southern.

Proper notice was given each company regarding these statements, and blank forms as required by law, were mailed their proper officers. In some instances duplicate blanks were forwarded.

By reason of consolidation, the following named companies made no statements as operating companies:

Hannibal & St. Joseph, Chicago, Burlington & Kansas City, Kansas City, St. Joseph & Council Bluffs, St. Louis, Keokuk & Northwestern and Keokuk & Western, the operations of which are included in the annual statement of the Chicago, Burlington & Quincy R. R. Co., as owner and operator. The operations of the Kansas City, Excelsior

Springs & Northern Ry. are included in the report of the Wabash R. R. Co. and those of the Missouri Midland R. R. in the report of the Mo., Kansas & Texas Ry. Co.

The many important changes in the status of the railroads of Missouri during the past year render it very difficult, in fact impossible, to make anything like satisfactory reports of railway operations in the State, and statistical information of any value cannot be compiled for the railroads in Missouri from the annual statements for the year ending June 30, 1901.

The number of companies operating railroads in Missouri June 30, 1901, was 54. Annual statements were not required from the Manufacturers' Ry. of St. Louis, Bellevue Valley R. R., Pertle Springs R. R. or Missouri & Texas Coal Co., these not being operated for public use, excepting the Pertle Springs R. R., which probably should be considered as a street railway. The Montgomery & Western R. R. has been abandoned and its track taken up.

Annual Statements filed were generally quite complete as regards details of operations for entire system of roads, but some statements are entirely lacking in information regarding operations in Missouri, and this is especially true as regards the lines of heaviest traffic.

We respectfully recommend legislation which will compel all companies or individuals operating railroads to make annually full detailed statements of their operations in this State. The existing law requires that this be done in the annual statements made to the Railroad Commission, but there is no penalty provided, and which can be enforced for failure to report in detail the operations of railroads in Missouri. To keep the records and compile the statistics necessary in furnishing the information desired is, of course, a matter requiring a considerable amount of clerical labor, especially as regards the more important lines, but the information is of great importance in many ways, and especially so in the consideration of the intricate questions as to values of railroad property.

We would also recommend in connection with the foregoing a change in the date for filing annual statements by railroad companies. At present the law requires these statements to be filed with the Commissioners not later than Sept. 1st of each year, the statements being as regards the operations of the various companies for the year ending June 30th. A very few statements are filed within the required time, and it is quite probable that the time elapsing from June 30 to Sept. 1 is not sufficient in which to close all transactions of the year preceding June 30. We would, therefore, recommend that the law requiring annual state-

ments to be made by railroad companies be amended so that statements be filed not later than October 15 of each year instead of Sept. 1, as at present. We believe the change as proposed to be a proper one, and which will do much towards facilitating the prompt filing of annual statements.

Including main and branch lines, there were, in Missouri, June 30, 1901, 154 railroads operated or controlled by 54 companies. Street railroads, logging roads and lines operated by electricity are not included in this statement.

For details of mileage, you are referred to Table 1, Part 3 hereof.

Dividends paid by 11 companies reporting to this office during the year ending June 30, 1901, amounted to \$26,539,492.66, being 6 per cent. on \$442,324,874.00.

The mileage of the companies reporting dividends paid was 31,015 miles; dividends, therefore, averaged 6 per cent. on \$14,261.00 per mile.

You are referred to Part 4 hereof for selections from official correspondence of the office and for reports of formal hearings. But few formal hearings have been necessary, as satisfactory adjustments of complaints were generally reached without hearings, or any expense to complainants.

The following information compiled from the records of the office for publication in the "Ten Year Book," to be issued by the National Association of Railroad Commissioners, may be of interest as illustrating the official acts of the Commissioners for eleven years—1890 to 1901—inclusive:

Total number of complaints adjusted without formal hearing.....	656
In these cases findings for complainants were.....	454
Finding for defendant were.....	87
No Jurisdiction.....	115

Of these complaints, 48 were adjusted by conference and 493 by correspondence.

Formal hearings of complaints.....	56
Finding for complainants.....	45
Findings for defendants.....	11
Total complaints, formal and informal.....	712

Number of inquiries regarding construction of the statutes concerning railroad regulation, the rights of shippers, freight rates, and generally all matters in any way pertaining to railroad operations were 1,422:

Complaints were:

Account discrimination against persons	59
Account discrimination against localities.....	17
Account unreasonable rates.....	546
Insufficient train service and switching.....	67
Exorbitant demurrage and switching charges.....	17
Damages due to condition of roadway or rolling stock.....	6
	712
Inspection of railroads.....	101

The finding of the U. S. Supreme Court in the Boonville Bridge case was that the U. S. District Court had jurisdiction, and the case was remanded for new trial. In this matter proceedings were instituted by the Commission to enforce their order abolishing the arbitrary charges on freights and passengers crossing the Mo. river bridge at Boonville, on the line of the Mo., Kansas & Texas Ry. The order of the Commission was sustained by the Cooper County Circuit Court and taken to the State Supreme Court, which affirmed the action of the circuit court. The defendant endeavored to take the case from the Supreme Court to the U. S. District Court on the ground of want of jurisdiction. The motion was refused, but proceedings were instituted in the U. S. Supreme Court, which decided that the U. S. District Court had jurisdiction, and remanded the case. Just what its status is at this time, the Commission cannot say. The matter is one of much importance, as the additional charges—which apply on local traffic only—for crossing the bridge amount to something over \$90,000 per year.

Complaints regarding express companies charges were but few, and were readily adjusted.

Semi-annual statements were required and received from all companies owning or operating railroads in the State in accordance with provisions of section 1064, Revised Statutes 1899, no violation of the law regarding parallel or competing lines were found.

The operated mileage of railroads in Missouri June 30, 1901, shows very little change from mileage as reported June 30, 1900. A slight increase in main line mileage is shown. A considerable amount of new track was laid during the year, however, but not put in operation, and at the date of this report the new mileage amounts to over 200 miles. The St. Louis, Kansas City & Colorado R. R. has been extended from Union, Franklin county, to Belle, Maries county, a distance of 51 miles. The Missouri Pacific Ry. has been extended from Grays Creek, 4 miles west of Jefferson City, to Boonville, 41.5 miles, and track has also been

laid by the same company from Lake City to a junction with the Atchison, Topeka & Santa Fe Ry., near Little Blue Mills, in Jackson county, some 8 miles. The Southern Mo. & Arkansas R. R. (formerly the St. Louis, Cape Girardeau & Fort Smith) has built from Mingo, Stoddard county, southwest through Poplar Bluff to Harviell, on St. L., I. M. & S. Ry. The Morley & Morehouse has been extended south to Tallaposa, Dunklin county, and thence west to Gibson, on St. L., Kennett & S. Ry. The St. Louis & Memphis to Hayti, Pemiscot county, and has consolidated with the Memphis & St. Louis, and St. Louis, Caruthersville & Memphis, making a through line from Paw Paw Junction, New Madrid county, to Memphis, Tenn., via Blytheville and Luxora, Ark. The St. Louis, Kansas City & Colorado is in course of construction from Belle, its present terminus, to Cole Camp, Benton county. Other considerable extensions of old lines and construction of new lines are in progress. It seems not unreasonable to state that by the close of the year 1902 the main track mileage of Missouri railroads will approximate 7,300 miles.

Very few complaints were received regarding passenger fares.

Inspections of roads were made as deemed necessary. For reports of inspections, see Part 2 hereof.

Legislation by the 41st General Assembly of Missouri, regarding railroads, was as follows:

An act approved April 17, 1901, authorizes railroad companies organized under the laws of this or other states, and a portion of whose line of railroad is constructed within this State, to build extensions and branches of its line of road within this State of such length and distance as may be authorized by resolution adopted by the board of directors at any regular or special meeting of such board. Before such railroad company shall extend its lines or branches, it must pay the same fees to the State as are now, or hereafter may be provided. Map or maps of the route intended to be adopted must be filed with clerks of counties through which proposed extension will run.

An act approved April 5, 1901, authorizes trustees in mortgages or deeds of trust of railroad companies to enter satisfaction of the same.

An act approved March 20, 1901, authorizes railroad companies owning lines of railroad in Missouri to construct bridges over rivers, the navigable portions of which lie wholly within the State, provided that the plans of such bridges and their location shall be submitted to and approved by the chief engineers and secretary of war of the United States and filed in the office of the Secretary of State of the State of Missouri.

An act approved April 17, 1901, provides that in case the capital stock of a railroad company is found to be insufficient for constructing and operating its road, or other authorized purposes, such company may, with the concurrence of its stockholders holding the larger amount in value of the stock, increase its capital stock or its bonded indebtedness from time to time in the manner prescribed by law.

An act approved March 9, 1901, provides that where the right of way for the construction of a railroad has been granted over and across any tract of land in this State, or any donation made to and accepted by any railroad company in consideration of the location of a depot at any specified place on such railroad, and such depot has been constructed at the place so agreed on, and a postoffice has there been established, and a town or village built at said place, the company managing or operating such railroad must keep and maintain a depot in charge of a resident agent at said place or places and furnish all proper and suitable facilities for the shipment of freight and the transportation of passengers to and from said depot.

If a railroad company desires to abandon any such depot or remove the depot therefrom, or discontinue the same, it may file a petition with the Railroad and Warehouse Commissioners, asking permission to do so. After a hearing of the matter, if the Commission find that the public service does not require the maintenance of such depot, or the keeping of a resident agent in charge thereof, they may, by their order, authorize the abandonment of such depot or the removal of the resident agent. If any railroad company fails or neglects to keep and maintain a depot in charge of a resident agent, as provided, or fails to provide proper and sufficient facilities for handling passengers and freights to and from such depot, unless relieved as provided for in this act, it shall be liable in the sum of \$10.00 per day for each day of such failure and be liable to any person who may sustain damages by reason of such failure.

NEW ORGANIZATIONS—CONSOLIDATIONS, ETC.

Certificate of assent of stockholders of Mo. Pacific Ry. Co. to increase of the capital stock of the said company by the amount of \$15,000,000.00.

Filed July 19th, 1900.

Assent of a majority of the stockholders of Houck's Missouri & Arkansas Railroad Company to the loan of the credit of said company to the St. Louis, Morehouse & Southern Railroad Co. by signing notes

of the aggregate amount of \$150,000 to aid in the construction of the said St. Louis, Morehouse & Southern Railroad. And also the assent of a majority of the stockholders of Houck's Missouri & Arkansas R. R. Co. to the guarantee by the said company of the payment of the principal and interest of \$350,000 of the first mortgage bonds of the St. Louis, Morehouse & Southern Railroad Co. The notes aforesaid to be signed jointly with Louis Houck and the St. Louis, Kennett & Southern Railroad Co.,

Filed July 9, 1900.

Certificate of assent of a majority of the stockholders of the St. Louis, Kennett & Southern Railroad Co. to the loan of its credit to the St. Louis, Morehouse & Southern Railroad Co. by signing notes in the aggregate amount of \$150,000 jointly with Louis Houck, Houck's Missouri & Arkansas Railroad Co. and the St. Louis Morehouse & Southern Railroad Co. Assent also is given to guarantee the payment of the principal and interest of \$350,000, first mortgage bonds of the St. Louis, Morehouse & Southern Railroad Co. to aid in construction of the line of said St. L., M. & S. Railroad to a connection with the said St. Louis Kennett & Southern Railroad.

Filed July 9, 1900.

Agreement made and entered into May 23, 1872, between the Tebo & Neosho and Missouri, Kansas & Texas Railroad Companies for the sale of the said T. & N. railroad, its rights, title and interest to the said M., K. & T. Railroad Co.

Filed Aug. 2, 1900.

Certificate of the sale of the Nodaway Valley Railroad and franchises to the Kansas City, St. Joseph & Council Bluff R. R. Co.

Filed Aug. 22, 1900.

Assent of stockholders of the Nodaway Valley Railroad Co. to the sale of said railroad to the Kansas City, St. Joseph & Council Bluff Railroad Co.

Filed Aug. 22, 1900.

Certificates of sale and assent of the stockholders in the Tarkio Valley Railroad Co. to the sale of said railroad to the Kansas City, St. Joseph & Council Bluff Railroad Co.

Filed Aug. 22, 1900.

Lease of the Kansas City, St. Joseph & Council Bluffs Railroad, its property and franchises to the Chicago, Burlington & Quincy Railroad Co.
Filed Aug. 22, 1900.

Lease of the Chicago, Burlington & Kansas City Railway, its property and franchises to the Chicago, Burlington & Quincy Railroad Co.
Filed Aug. 22, 1900.

Lease of the Hannibal & St. Joseph Railroad, its property and franchises to the Chicago, Burlington & Quincy Railroad Co.
Filed Aug. 22, 1900.

Assent of stockholders in the St. Louis, Morehouse & Southern Railroad Co. to the loan of the credit of said company to Houck's Missouri & Arkansas Railroad Co. by signing notes to the amount of \$30,000, jointly with Louis Houck, the St. Louis, Kennett & Southern and Houck's Missouri & Arkansas Railroad to aid in the construction of the said Houck's Missouri & Arkansas Railroad from Commerce to Cape Girardeau. And also assent of said stockholders to the guarantee of the payment of the principal and interest (5 per cent.) of \$100,000, first mortgage bonds of said Houck's Mo. & Ark. R. R. Co., jointly with Louis Houck and the St. Louis, Kennett & Southern R. R. Co.
Filed Aug. 29, 1900.

Lease of the Grant City & Southern Railroad, its property and franchises to the Chicago, Burlington & Quincy R. R. Co.
Filed Sept. 6, 1900.

Certificate of sale of the Kansas City, El Dorado & Southern Railway to the Missouri, Kansas & Texas Ry. Co.
Filed Dec. 14, 1899.

Pemiscot Southern Railroad Company—

Organized for the construction of a standard gauge railroad from, at or near the town of Pascola, in the county of Pemiscot, to a point on the line between the States of Missouri and Arkansas, in township 16 N., range 10, E., to be more particularly determined by actual survey. Length of road, 20 miles, extending through the county of Pemiscot.
Capital stock, \$200,000.

Directors—Louis B. Houck, Cape Girardeau, Mo.; Robert G. Ramey, Cape Girardeau, Mo.; Giboney Houck, Cape Girardeau, Mo.; A. R. Ponder, Kennett, Mo.; Albert O. Phelan, Cape Girardeau, Mo.

Filed Sept. 29, 1900.

Assent of the stockholders of the St. Louis, Kennett & Southern Railroad Co. to the endorsement and guarantee of bonds of the Pemiscot Southern Railroad Co. to the amount of \$100,000 with 6 per cent. interest, being to aid in the construction of the said Pemiscot Southern Railroad from Pascola southward.

Filed Oct. 30, 1900.

Edgewater Terminal Railroad Company—

Organized to construct a standard gauge railroad, commencing at a point at or near the Big Blue river, in section 30, township 50, range 32, Jackson county, Mo., and running thence in a general western direction to a point at or near the intersection of the north line of section 6, township 49, range 33, in Jackson county, Mo., with the State line between the States of Kansas and Missouri; all in the county of Jackson, Mo. Length, 8 miles.

Capital Stock, \$80,000.

Directors—Hunter M. Meriwether, Kansas City, Mo.; Benj. F. Wood, Kansas City, Mo.; Gilmer Meriwether, Kansas City, Mo.; Lafayette Traber, Kansas City, Mo.; Robert E. Ball, Kansas City, Mo.

Filed Nov. 19, 1900.

St. Louis Cape Girardeau & Southern Railroad Company—

Organized to construct a standard gauge railroad from a point in or adjacent to the City of Cape Girardeau, Mo., where it is intended to form a junction with Houck's Missouri & Arkansas Railroad to Perryville, in Perry county, Mo., where it is intended to join with the Chester, Perryville & Ste. Genevieve Railway. The actual point of junction to be determined by actual survey. Length of road, 40 miles.

Capital stock, \$400,000.

Directors—Louis B. Houck, Cape Girardeau, Mr.; Chas. T. Lewis, Cape Girardeau, Mo.; Robt. G. Ramey, Cape Girardeau, Mo.; Giboney Houck, Cape Girardeau, Mo.; Albert O. Phelan, Cape Girardeau.

Filed Nov. 26, 1900.

St. Louis & New Orleans Railroad Company—

Organized to construct a standard gauge railroad from East St. Louis to a point on the south line of St. Francois county, Mo., near the easterly line of section 13, township 34, N., range 7, E. The line within the State of Missouri to be from a point near Little Rock Landing on the Mississippi river, about two miles north from Ste. Genevieve to the above described point. Length of road in Missouri, 40 miles; through the counties of Ste. Genevieve and St. Francois.

Directors—J. D. Wardle, Cedar Rapids, Ia. ; F. A. McDonald, West Liberty, Ia. ; H. N. McDonald, West Liberty, Ia. ; C. T. Hough, Cedar Rapids, Ia. ; S. P. Minor, Cedar Rapids, Ia. ; W. D. Yeager, Cedar Rapids, Ia. ; E. R. Casebeer, Cedar Rapids, Ia. ; H. L. Dehner, Cascade, Ia. ; Paul L. Lempke, Ste. Genevieve, Mo. ; Joseph H. Vorst, Ste. Genevieve, Mo. ; G. M. Rutledge, Ste. Genevieve, Mo.

Capital stock, \$400,000.

Filed Dec. 17, 1900.

Illinois & Mississippi River Railroad Company—

Organized to construct a standard gauge railroad from Little Rock Landing on the Mississippi river, in Ste. Genevieve county, Mo., to Limekilns, two miles west of Ste. Genevieve, all in Ste. Genevieve county. Length of road, 5 miles.

Capital stock, \$50,000.

Directors—Robt. Moore, St. Louis, Mo. ; Chas. A. Sheppard, Edwardsville, Ill. ; Jno. A. Hood, Sparta, Ill. ; Robt. A. Crabb, St. Louis, Mo. ; Percy Werner, St. Louis, Mo.

Filed Dec. 18, 1900.

Southern Missouri Railway Company—

Organized for the purpose of constructing a standard gauge railway from Little Rock Landing on the Mississippi river, in Ste. Genevieve county, Mo., to Bismarck, in St. Francois county, Mo. ; also extending from a point on said line of railway through the city of Farmington to De Lassus, St. Francois county ; also extending from a point on first mentioned railway to Bonne Terre, St. Francois county. Length of road, 50 miles, extending through and into Ste. Genevieve and St. Francois counties.

Capital stock, \$500,000.

Directors—C. H. Bosworth, Springfield, Ill. ; Bluford Wilson, Springfield, Ill. ; Robert Moore, St. Louis, Mo. ; Jno. L. Bogy, Ste. Genevieve, Mo. ; Henry Rozier, Ste. Genevieve, Mo. ; James L. Cook, Springfield, Ill.

Filed Dec. 24, 1900.

Mineral Cities Railway Company—

Organized to construct a standard gauge railroad from and through Joplin, in the county of Jasper, Mo., to the Mo. and Kansas State line on the west and to Neosho, Newton county, Mo., on the South. Length of road, 50 miles ; through the counties of Jasper and Newton.

Capital stock, \$500,000.

Directors—Clarence M. Busch, Atlantic City, N. J.; Benj. H. Warren, West Chester, Pa.; Frank N. Moore, N. Orwell, Pa.; John H. Taylor, Joplin, Mo.; Geo. A. Case, Joplin, Mo.; Guy G. Farwell, Joplin, Mo.; Avery Wilbur, Baxter Springs, Kan.

Filed Jan. 31, 1901.

Authorization by the stockholders of the City Terminal Railway Co. of Kansas City, Mo., for extension of line into Wyandotte county, Kansas.

Filed Feb. 11, 1901.

Pemiscot Southwestern Railroad Company—

Organized to construct a standard gauge railroad from a point at or near the center of section 8, township 16, N., range 11, E., in Pemiscot county, Mo., on the line of the St. Louis, Caruthersville & Memphis Railroad; running thence in a westerly direction to a point at or near the town of Hornersville, in Dunklin county, Mo. Length of road, twelve and one-half miles; in the counties of Dunklin and Pemiscot, Mo.

Capital stock, \$125,000.

Directors—F. D. Roberts, Caruthersville, Mo.; Jno. A. Cunningham, Caruthersville, Mo.; Frank J. Cunningham, Caruthersville, Mo.; Chas. L. Cunningham, Caruthersville, Mo.; Clinton H. Cunningham, Caruthersville, Mo.

Filed Feb. 21, 1901.

Springfield, Jefferson City & Chicago Ry. Company—

Organized to construct a standard gauge railroad from Jefferson City, Cole county, Mo., to the City of Springfield, Greene county, Mo. Length of road, 150 miles; passing through the counties of Cole, Moniteau, Morgan, Camden, Laclede, Dallas, Polk and Greene, with an extension from the city of Springfield in a southwest direction to a point on the line dividing the States of Missouri and Arkansas, in the county of Taney, Mo., passing through the counties of Greene, Christian, Stone and Taney, a distance of 50 miles; also an extension from the City of Springfield in a westerly direction to a point on the Missouri-Kansas State line, in the county of Jasper, Mo., passing through the counties of Greene, Lawrence, Newton and Jasper, a distance of 75 miles. Entire mileage, 275 miles.

Capital stock, \$2,750,000.00

Directors—C. S. Adams, Sac City, Ia.; J. G. Briggs, Grimes, Ia.; Wm. Woodburn, Des Moines, Ia.; J. K. Moller, Prairie City, Ia.; Wm. Hoffman, Des Moines, Ia.; S. M. Elwood, Sac City, Ia.; J. S. Hunter,

Linn Creek, Mo.; R. G. Scott, Ha Ha Tonka, Mo.; J. E. Fulkerson, Lebanon, Mo.

Filed Feb. 27, 1901.

Certificate of sale of the Missouri Midland Railway, Boone county, Mo., to the Missouri, Kansas & Texas Ry. Co., with certificate of assent of stockholders.

Filed March 1, 1901.

Columbia, Huntsville & Northwestern Railway Company—

Organized to construct a standard gauge railway from Columbia, Boone county, Mo., to Trenton, Grundy county, Mo. Length of road, 120 miles, passing through or into the counties of Boone, Howard, Randolph, Macon, Chariton, Linn and Grundy.

Capital stock, \$1,200,000.

Directors—C. H. Hammett, Kansas City, Mo.; Edw. Austin, Kansas City, Mo.; J. M. Creech, Kansas City, Mo.; Henry C. Garner, Kansas City, Mo.; E. H. Criley, Kansas City, Mo.; F. H. Turner, Kansas City, Mo.; R. E. Richardson, Kansas City, Mo.

Filed March 11, 1901.

Deed of Otto N. Miller, conveying to the Missouri, Kansas & Texas Ry. Co. the Missouri Midland Railway extending from McBain to Columbia; all in Boone county, Mo., with all its rights and franchises.

Filed March 12, 1901.

Certificate of increase of capital stock of the Southern Missouri & Arkansas Railroad Company from one million to two million dollars.

Filed April 18, 1901.

Arkansas Railroad Company—

Organized to construct a standard gauge railroad from a point at or near Mingo station, Stoddard county, Mo., to and through Poplar Bluff, in Butler county, Mo., to a point on the southern boundary line of Ripley county, Mo., at or about section 33, township 22, N., range 3, E. Length of road, 36 miles.

Capital stock, \$400,000.

Directors—Newman Erb, New York, N. Y.; Edw. Hidden, St. Louis, Mo.; Jno. F. Shepley, St. Louis, Mo.; R. E. Rombauer, St. Louis, Mo.; E. F. Blomeyer, Cape Girardeau, Mo.; Lon J. Albert, Cape Girardeau.

Filed April 18, 1901.

Union Depot, Bridge and Terminal Railroad Company—

Organized to construct and maintain union stations in or near any city in Missouri for passenger or freight purpose or both, and the building maintaining and operating terminal railroads and terminal facilities to be used in connection with such union stations. The places to and from which the railroad of this corporation is to be constructed and operated are as follows: From the point of connection in Clay county, Mo., of the Kansas City & Northern Connecting Railroad with the Kansas City & Atlantic Railroad, said point being 204 feet north of the east and west central line of section 7, township 50, range 32, in Clay county, Mo.; thence in a general southerly and southwesterly direction through Clay county to the town of Harlem in said county; thence across the Missouri river to Kansas City, Mo.; thence easterly to a point at or near the Big Blue river, in Jackson county, Mo.; thence in a general southerly direction to a point at or near the confluence of Brush creek and said Big Blue river in Jackson county, Mo.; thence westerly to a point on the western boundary line of Jackson county at or near the dividing line between sections 30 and 31, in township 49, range 33; also as another and separate and distinct place of beginning of another branch of the railroad, beginning at a point in Clay county at or near the northeast corner of the southwest quarter of the northeast quarter of section 23, township 50, range 33, said point being the junction or connection of the Fair Ground branch of the railroad formerly owned by the Kansas City & Atlantic R. R. Co., with the main line of track of said railroad; thence in a northerly and northwesterly direction through Clay county, Mo., to a point of junction or connection with the railroad tracks of the Kansas City, St. Joseph & Council Bluff R. R. Co., in section 10, township 50, range 33, in Clay county. Also another separate line from a point at or near Locust and Third streets, in Kansas City, Mo.; thence in a general westerly direction in Jackson county, Mo. to the western boundary line of Missouri at or near the mouth of the Kaw or Kansas River. Also another separate line from, at or near Third and Locust streets in Kansas City, Mo.; thence southerly to a point at or near Twentieth and Holmes streets in Kansas City, Mo. Length of lines proposed, 25 miles; all in Jackson and Clay counties, Mo.

Capital stock, \$8,000,000.

Directors—Geo. A. Goddard, Boston, Mass.; W. S. Gabriel, Kansas City, Mo.; Thos. R. Morrow, Kansas City, Mo.; Kenneth McC. De Weese, Kansas City, Mo.; J. P. Gilmore, Kansas City, Mo.; W. H. Lee, Wakefield, Mass.; V. O. Taylor, Providence, R. I.; Jno. M. Fox, Kansas City, Mo.; Jno. R. Halliden, Boston, Mass.

Filed May 10, 1901.

Iowa & St. Louis Railway Company—

Organized to construct a standard gauge railroad from a point on the Omaha, Kansas City & Eastern Railroad at or near the town of Novinger, Adair county, Mo., in a general northerly direction along the Chariton river to a point in Adair county, near Sibley's Point. Length of road, 5 miles.

Capital stock, \$50,000.

Directors—H. H. Kendrick, Kansas City, Mo.; W. J. Stoneburner, Kansas City, Mo.; J. D. White, Kansas City, Mo.; J. B. Delaney, Kansas City, Mo.; H. F. Reddig, Kansas City, Mo.

Filed May 18, 1901.

Certificate of increase of the capital stock of the St. Louis & San Francisco Railroad Company. Increase, \$50,000,000, of which 50,000 shares are first preferred stock, 160,000 shares are second preferred stock, 290,000 shares are common stock; par value, \$100 per share.

Filed June 21, 1901.

GRAIN INSPECTION AND WAREHOUSE DEPARTMENT.

Matter pertaining to the operation of this department, together with detailed reports of the Chief Inspector and Warehouse Registrar for the year ending Dec. 31, 1901, are printed herewith, being Part 5 hereof.

For tabulated statistics, official correspondence and doings of the Board, you are referred to Parts 2, 3, 4 and 5 hereof.

Respectfully submitted,

T. J. HENNESSEY, Chairman.

WM. E. McCULLY,

JOS. P. RICE,

Railroad and Warehouse Commissioners Missouri.

PART II.

Pertaining to mileage, capital stock, funded and floating debt, earnings, expenses, income, disbursements, physical conditions, etc., etc., of railroads reporting to the Railroad and Warehouse Commissioners of Missouri for year ending June 30, 1901.

Annual statements for the year ending June 30, 1901, were received from forty-two companies. Of these thirty-eight were from operating companies. By reason of the failure to report the details of operations, etc., for the State of Missouri separately by many of the most important lines, it is impossible to make a compilation of statistics for this State, and the compilations, as shown, are for entire systems reporting. Estimates made upon a mileage basis are not satisfactory, as the results necessarily are incorrect and misleading; therefore, no attempt has been made to compile statistics for Missouri in this report.

RAILROADS IN MISSOURI.

Including main and branch lines, there were in operation in Missouri, June 30, 1901, 154 railroads owned or operated by fifty-four companies. This statement does not include electric or street railroads or logging roads.

The proportion of railroad mileage to each 100 square miles of territory (land area) in Missouri, and the number of inhabitants per mile of railroad are very nearly as reported for year ending June 30, 1900, being ten miles of road to 100 square miles of territory, and 452 inhabitants to one mile of road.

PROGRESS OF CONSTRUCTION.

Since 1851, the year in which the construction of the present system of railroads in Missouri was commenced, the yearly increase in railroad mileage in Missouri is shown by the following table:

Year.	Increase during year.....	Miles in use at close of year...	Year.	Increase during year.....	Miles in use at close of year...	Year.	Increase during year.....	Miles in use at close of year...	Year.	Increase during year.....	Miles in use at close of year...
1851.....	0	0	1864.....	57	925	1876.....	90	3,140	1888.....	252	5,924
1852.....	5	5	1865.....	0	925	1877.....	50	3,190	1889.....	38	5,962
1853.....	32	37	1866.....	0	925	1878.....	60	3,250	1890.....	164	6,126
1854.....	0	37	1867.....	130	1,055	1879.....	367	3,617	1891.....	38	6,164
1855.....	103	140	1868.....	299	1,354	1880.....	390	4,007	1892.....	240	6,404
1856.....	4	144	1869.....	358	1,712	1881.....	227	4,234	1894*+..	131	6,535
1857.....	174	318	1870.....	288	2,000	1882.....	287	4,501	1895*....	39	6,564
1858.....	229	547	1871.....	580	2,580	1883.....	114	4,615	1896*....	47	6,611
1859.....	177	724	1872.....	93	2,673	1884.....	126	4,741	1897*....	7	6,618
1860.....	93	817	1873.....	185	2,858	1885.....	276	5,017	1898*....	206	6,825
1861.....	21	838	1874.....	32	2,890	1886.....	71	5,088	1899*....	20	6,845
1862.....	0	838	1875.....	170	3,050	1887.....	584	5,672	1900*....	31	6,876
1863.....	30	868							1901*....	7	6,883

* June 30. + For 18 months.

There are but five counties in Missouri having no railroads within their limits as follows: Dallas, Douglas, Ozark, Stone and Taney. It is quite probable this list of counties without railroads will be reduced during the year 1902.

MILEAGE.

	Miles.
Main line mileage June 30, 1901.....	6,883.29
2nd, 3rd and 4th tracks main line.....	112.63
Yard tracks and sidings.....	1,600.34
Total miles.....	8,656.26
Increase since June 30, 1900, main line.....	7.27
Increase since June 30, 1900, 2nd, 3rd and 4th tracks.....	16.57
Increase since June 30th, 1900, yard tracks and sidings.....	108.03
Increase all tracks.....	131.87
With the exception of the tracks of the Missouri Southern.....	29.15
And Sedalia Warsaw & Southwestern.....	42.30
	71.45

The railroads of Missouri are of standard gauge. The roads named are of 3 feet gauge and during the year 1902 the gauge of the Sedalia, Warsaw & Southwestern Railroad will be changed to standard guage, leaving but one narrow gauge road in Missouri.

COST OF RAILROADS AS FAR AS REPORTED. JUNE 30, 1901.

Name.	Total.
Atchison, Topeka & Santa Fe.....	\$411,650,564
Chicago & Alton.....	61,138,923
Chicago, Burlington & Quincy.....	288,289,112
Chicago Great Western.....	63,903,015
Chicago, Milwaukee & St. Paul.....	224,288,833
Chicago, Rock Island & Pacific.....	111,915,596
Crystal Railway.....	30,000
Current River.....	3,227,062
Kansas City Belt.....	2,509,741
Kansas City, Clinton & Springfield.....	5,035,071
Kansas City, Fort Scott & Memphis.....	31,715,880
Kansas City & Northern Connecting.....	6,273,374
Kansas City Southern.....	61,492,182
Kansas City Suburban Belt.....	8,333,531
Mississippi River & Bonne Terre.....	1,166,193
Missouri Kansas & Texas.....	149,341,765
Missouri Pacific.....	55,676,511
Missouri Southern.....	342,190
Omaha, Kansas City & Eastern.....	3,190,165
Omaha & St. Louis.....	5,290,724
Paragould Southeastern.....	252,910
Sedalia, Warsaw & Southwestern.....	516,000
Southern Missouri & Arkansas.....	1,850,803
St. Joseph & Grand Island.....	17,225,452
St. Joseph Terminal.....	641,127
St. Louis & Hannibal.....	1,067,320
St. Louis, Iron Mountain & Southern.....	71,132,022
St. Louis Merchants' Bridge Terminal.....	4,806,695
St. Louis & San Francisco.....	93,026,509
St. Louis Southwestern.....	48,592,500
St. Louis Transfer Railway.....	514,579
Terminal Railroad Association of St. Louis.....	12,333,748
Wabash.....	134,944,500
Williamsville, Greenville & St. Louis.....	759,785
	\$1,882,544,081

The cost of the construction and equipment of railroads in Missouri cannot be ascertained from any data obtainable by this Board. It is very doubtful whether the information can be obtained at all.

CAPITAL STOCK AND DEBT, JUNE 30, 1901, AS FAR AS REPORTED TO THIS OFFICE.

(Statements are for entire mileage of companies reporting.)

Common stock.....	\$856,921,520 00
Preferred stock.....	325,226,990 00
Debenture scrip.....	58,331,489 00
Total stock and scrip.....	\$1,040,479,999 00
Representing 38,578.42 miles of road. Average \$26,978.00 per mile.	
Mortgage bonds.....	\$874,492,114 00
Income bonds.....	64,016,115 00
Equipment bonds.....	3,371,402 00
Total bonds.....	\$941,879,631 00
Representing 38,553.04 miles of road. Average bonds per mile \$24,431.00	
Miscellaneous obligations.....	\$70,001,724 00
Current liabilities.....	7,552,505 00
Total.....	\$77,554,229 00

RECAPITULATION.

Stock and scrip.....	\$1,040,479,999 00
Bonded debt.....	941,879,631 00
Miscellaneous obligations.....	70,001,724 00
Current liabilities.....	7,552,505 00
Total.....	\$2,059,913,859 00

Average \$53,414.00 per mile.

OPERATIONS.

(Entire mileage of companies reporting for year ending June 30, 1901.)

Revenue from passengers.....		\$56,159,981 30
Revenue from mails.....		8,086,550 36
Revenue from express companies.....		5,632,596 14
Revenue from extra baggage and storage.....		951,493 58
Revenue from other items, passenger dept.....		801,147 78
(40,357.64 miles of road operated).....		\$71,631,769 16
Revenue from freight.....	\$191,039,452 62	
Revenue from stock yards.....	93,224 24	
Revenue from elevators.....	45,338 64	
Revenue from other sources, freight department.....	350,209 30	191,528,224 80
Total.....		\$263,159,993 96
40,366.34 miles operated).....		
Other revenue from operation.....		6,119,688 10
Total revenue from operation.....		\$269,279,682 06

Mileage represented (average) 40.341 miles.

(Operated mileage exceeds mileage owned, and represented by stocks and bonds for the reason that trackage leased is included in operations.)

Average gross revenue per mile \$6675.00:	
Average passenger revenue per mile.....	\$1,774 88
Average freight revenue per mile.....	4,744 78
Average revenue, other transportation items.....	155 34
	<u>\$6,675 00</u>

EXPENSES OF OPERATIONS.

Maintenance of way and structure.....	\$41,082,536 23
Maintenance of equipment.....	29,539,465 91
Conducting transportation.....	87,870,795 94
General expenses.....	12,902,935 01
	<u>\$171,295,733 09</u>

Mileage operated 40,228.

Average expenses per mile \$4,258.00.

Net revenue per mile operated \$2,417.00.

Expenses of operation, average .638 of earnings.

Gross revenue from operation.....	\$269,279,682 06
Expenses of operation.....	171,295,733 09
Net income from operation.....	<u>\$97,983,948 97</u>
Income, sources other than operation.....	13,913,835 27
Income over and above operating expenses.....	<u>\$111,897,784 24</u>
<i>Disbursements.</i>	
Interest on debt.....	\$45,718,650 22
Rentals.....	6,067,249 20
Taxes.....	8,763,862 30
Permanent improvements.....	331,795 41
Dividends.....	26,539,492 66
All other payments.....	1,960,610 84
	<u>\$89,401,660 53</u>
Income above operating expenses.....	<u>111,897,784 24</u>
Disbursements.....	89,401,660 53
Surplus June 30, 1901.....	<u>\$22,496,123 71</u>

TRAFFIC DETAILS.

For entire mileage operated by companies reporting to this office for year ending June 30, 1901

Number of passengers carried, earning revenue.....	54,273,500
Passenger carried one mile.....	2,572,060,385
Average distance carried (miles).....	47.04
Average amount received from each passenger.....	\$1.025
Average amount received per passenger per mile (cents).....	2.163
Average passenger earnings per mile of road.....	1,378.75
Number of passengers per mile operated.....	1,346
Tons of freight moved, earning revenue.....	93,309,855
Average distance hauled per ton (miles).....	239.60
Tons of freight hauled one mile.....	22,358,186,986
Average amount received per ton.....	\$2.031
Average amount received per ton per mile (cents).....	0.847
Average freight earnings per mile of road operated.....	\$4,727.25
Tons of freight per mile of road operated.....	2,313

26.50 per cent of revenue was derived from passenger service.

71.13 per cent of revenue was derived from freight service.

2.37 per cent of revenue was derived from other sources of operation.

Averages from statements of 26 companies, handling over 95 per cent. of the tonnage reported, show as follows for year ending June 30, 1901:

Average number of cars in freight trains.....	17.81
Average number of loaded cars in freight trains.....	12.99
Average load per train.....	192.90 tons
Average load per car.....	15.02 tons
Average receipts per train.....	\$391.78
Average receipts per loaded car.....	30.51

The foregoing statement of operations is for the entire mileage operated by companies reporting, and not for the State of Missouri alone. Missouri traffic details, if made at all, must be based upon a mileage basis, which, of course, is in no way accurate, and therefore the results are of no value for the purpose intended.

The aggregate mileage operated exceeds that of mileage owned or leased, as trackage rights are included in mileage operated.

Thirty-five companies show a surplus of earnings over operating expenses, and two show deficits.

Twenty-seven companies show net incomes, after deducting interest, rentals, taxes, permanent improvements, and all other payments from gross income, and ten show deficits.

Twenty-three companies show a surplus over and above all payments from gross and net incomes, and eleven show deficits.

TAXES PAID IN MISSOURI.

So far as reported to this office, taxes paid in Missouri for all purposes by railroad companies, were as follows.

TAXES PAID IN MISSOURI AS FAR AS REPORTED JUNE 30, 1901.

Name of Company.	Amount.
Atchison, Topeka & Santa Fe.....	\$58,581 13
Chicago & Alton.....	66,411 14
Chicago, Burlington & Quincy.....	159,561 44
Chicago Great Western.....	14,542 92
Chicago, Milwaukee & St. Paul.....	19,660 66
Chicago, Rock Island & Pacific.....	54,088 29
Crystal Railway.....	348 55
Current River Railroad.....	5,849 28
Kansas City Belt.....	13,113 76
Kansas City, Clinton & Springfield.....	15,321 39
Kansas City, Fort Scott & Memphis.....	59,685 09
Kansas City & Northern Connecting.....	13,764 64
Kansas City Southern.....	29,863 86
Kansas City Suburban Belt.....	17,325 17
Mississippi River & Bonne Terre.....	5,839 17
Missouri, Kansas & Texas.....	84,776 23
Missouri Southern.....	964 95
Omaha, Kansas City & Eastern.....	21,442 92
Omaha & St. Louis.....	9,642 16
Sedalia, Warsaw & Southwestern.....	2,254 93
Southern Missouri & Arkansas.....	5,877 17
St. Joseph & Grand Island.....	3,494 08
St. Joseph Terminal.....	4,348 65
St. Louis & Hannibal.....	6,143 93
St. Louis & North Arkansas.....	1,014 72
St. Louis & San Francisco.....	108,737 22
St. Louis Southwestern.....	16,980 23
St. Louis Transfer Railway.....	18,988 66
Wabash.....	108,622 00
Williamsville, Greenville & St. Louis.....	1,328 47
	\$928,572 76

PHYSICAL CONDITION AND CHARACTERISTICS OF RAILROADS IN MISSOURI, JUNE 30, 1901.

All main line tracks are in a satisfactory condition. The through trunk line roads are maintained in most excellent shape, and up to a high standard. Permanent improvements are continually being made. Embankments are replacing trestle bridges, and steel structures put in, in place of wooden. Equipments are excellent.

Improvements in condition of road beds and superstructures are not confined to trunk lines, as branch lines, and lines included in class "C" show a marked degree of care and attention in the way of renewals and repairs.

Reports of inspections of roads will be found hereinafter. The requirements of the Commissioners, as regards necessary renewals and repairs have been promptly and cheerfully complied with by the managing officers of the several lines interested. Main line

tracks in Missouri may be said to be laid entirely with steel rails—24958 tons of steel rails (as far as reported) were laid in Missouri during the year.

About 80 per cent. of main line tracks in Missouri are ballasted with broken stone, gravel, "chats," cinders or burnt clay.

1038 miles of track were ballasted during the year.

In renewals and repairs of track in Missouri 1,836,389 cross-ties were used.

As far as reported, there were erected in Missouri, during the year:

78 steel bridges, length.....	6,018 feet
18 wooden truss bridges, length.....	1,198 feet
64 wooden truss bridges, length.....	5,181 feet
160 Total.....	12,397

Eighty per cent of main line tracks in Missouri are fenced, very generally with wire fencing.

There are, (including flag stations), as nearly as can be ascertained, 1,728 railway stations in Missouri, and 1,194 station houses, including union stations. As detailed information regarding number of employes in railroad service in Missouri is limited, no returns made to this office by railroad companies, it is impossible to give an accurate statement regarding matter. Average shows about 3.9 employes for mile of road. This includes all classes of employes, and for the entire mileage operated in Missouri,—the total number of railroad employes for year ending June 30, 1901, would be on the basis stated, 26,844.

CASUALTIES.

As far as reported, for the year ending June 30, 1901, 229 persons were killed and 1,132 injured on railroads in Missouri. Of these killed, 60 were employes; 4 were passengers, and 165 other than employes or passengers.

Of those injured, 700 were employes; 160 were passengers, and 272 other than employes or passengers.

As reported from previous year, 274 persons were killed, and 728 injured on railroads in Missouri. A total of 1,002.

TRACK INSPECTION.

Inspection of lines of the Missouri, Kansas & Texas Railway Company in Missouri, by Commissioner William E. McCully, July 25th and 26th, 1900. 482.65 miles.

KANSAS CITY DIVISION.

Kansas City Junction, Pettis County, to State Line, Cass County 69.65.

The portion of this division between Kansas City Junction and Holden has been in operation since 1896. It is laid with 58-pound steel rails taken from main line track between Sedalia and Boonville. Road-bed is in good condition. Ties are good and sufficient. Track is in good line and surface. A considerable portion of track is ballasted with broken stone. The remainder with dirt. Where ballasted with dirt, track is well back-filled and drained. Track is well fastened, and shows careful attention. Between Kansas City Junction and Holden there are no bridges or open culverts. Cattle guards and crossing signs are provided. Station houses are good. Water supply is excellent. Traffic is not heavy, and the present arrangement of mixed trains, two each way daily, seems to be satisfactory.

From Holden to State line is a portion of the former Osage division of the M., K. & T. Railway, operated many years by the Missouri Pacific Railway Company. Has been in operation since 1871. Track is laid with 56-pound rail, well tied, and in excellent line and surface. Road-bed generally is well ditched and drained. Trestle bridges are in good condition, and evidently are well cared for. Cattle guards and crossing signs are provided at all road crossings. Truss bridges are as follows: C. No. 13, 150 feet span; combination truss, top chords, end brace and struts are of wood, well painted. End braces and top chords are covered with galvanized iron. Has new floor and wooden floor beams, bridge being longer than the one it replaced, extends over stone abutments on each side of creek, resting on substantial wooden bents. Bridge is in good condition, and fully equal to all requirements.

C No. 37. Three miles west of Harrisonville. 110 feet span,

combination truss. Is carried on substantial timber bents, and will be replaced with new steel truss during the present year. Floor is good and sufficient.

C No. 42. One-half mile east of Freeman. 110 feet span, combination truss. Has new floor and floor beams; end braces and top chords covered with galvanized iron. East end on masonry abutment; west end on substantial timber bents back of abutment, bridge being longer than original span. It is in good repair, and sufficient for its requirements.

C No. 51. Two and one-half miles west of Freeman. Has new floor with steel floor beams. End braces and top chords covered with galvanized iron. East end is on masonry abutment; west end extending over abutment, and resting on substantial timber bents. Bridge is in good repair, and ample for all requirements.

The portion of the Kansas City Division M., K. & T. Railway from Holden to State line, as well as that from Kansas City Junction to Holden, compares very favorably with other roads of its class in Missouri. Station houses are good and sufficient; cross ties are distributed for renewals where needed. The line generally shows careful attention, and a desire on the part of the management to maintain it in condition as required by law.

MAIN LINE.

Fort Scott to Sedalia, 106 miles. Line crosses State line about four miles east of Fort Scott, and two miles west of Clayton.

Track is in excellent condition, in fine line and surface, well ditched and drained. Is fenced entire distance. Trestles are in good condition, and carefully attended to. Track generally ballasted with broken stone. Station houses are good and ample; water supply good; cattle guards and crossing signs provided wherever necessary.

Bridges at crossings of Dogwood creek, Deepwater, Osage and stream north of Clinton are first-class steel trusses, on excellent masonry abutments and piers.

Sedalia to Franklin Junction—38 miles. Track is laid with 75-pound steel rails, and is in admirable line and surface. Is well fastened and tied, and ballasted with broken stone. Bridges are first-class steel trusses, on substantial masonry. Trestles are in excellent condition; station houses good; line all fenced; water supply ample. Work of filling up high trestle about four miles south of Boonville is in progress.

HANNIBAL DIVISION.

Hannibal to Franklin Junction, 107 miles. The track of this division is in good condition, with excellent line and surface; greater portion ballasted with broken stone or gravel. Is fenced. Ties generally good, with new ties distributed where needed in renewals. Road-bed is generally well ditched and drained. Trestles are in good condition, and carefully attended to.

Station houses good and sufficient. Water supply good. Road-bed and superstructures are in condition to maintain a much heavier traffic than it now carries.

Bonne Femme bridge, 100 feet span, posts combination truss, is carried on substantial timber bents, and will be replaced with new steel truss. All other truss bridges are first class steel trusses, in excellent condition.

ST. LOUIS DIVISION.

Franklin Junction, Howard County, to Texas Junction (St. L., K. & N. W. Ry.)

St. Charles County, 162 miles. Road-bed and track are in excellent condition. Track is in fine line and surface. Track is largely ballasted with broken stone or burnt "gumbo," the work of ballasting with the last named material progressing at the rate of one-half mile of track per day. A large force is engaged in this work. Bridges are steel trusses, and first-class in every particular. No road in Missouri is better equipped in this regard than the St. Louis division of the M., K. & T.

Trestles are in excellent condition. A considerable amount of work is in progress for the purpose of improving alignment and shipping facilities. At Providence, especially, this work is quite extensive, requiring about 1,500 feet of embankment, with several hundred yards of concrete masonry. Station houses are all good and sufficient.

From Hamburg to St. Charles is the original line of the Cleveland, St. Louis & Kansas City Railway, the track (16 miles), being laid with 56-pound steel, but is in good condition in every way. This track will soon be re-laid with 75-pound steel rails.

Taking the lines of the Missouri, Kansas & Texas Railway Company in Missouri as a whole, they compare favorably with any other lines of similar class in the State. From Fort Scott to Hannibal and

Texas Junction the bridges are equal to those on any line in the State. Section gangs are numerous and average about one man per mile of track.

One detail of maintenance of way, that of road crossings, is subject to criticism. The planking on many crossings is not in good shape, much of it badly warped and loose. Ballasting on approaches and between planking, inside of rails, is not provided, as required by law. The attention of the management should be directed to this matter, and the work necessary to place all public road crossings in condition, required by law, done as soon as possible. With this work done, the lines of the Missouri, Kansas & Texas Railway Company in Missouri will be fully up to the requirements of the law.

WM. E. McCULLY,
Commissioner.

REPORT OF INSPECTION OF CHICAGO, MILWAUKEE & ST. PAUL RAILWAY, BY COMMISSIONERS HEN- NESSEY, McCULLY AND RICE.

The Commission left Kansas City, Grand Ave. Depot, with engine and cars, at 8:45 a. m., April 12th, 1901, for the purpose of making a thorough inspection of the above named railway properties, and submit the following report:

We find the road laid with 75-pound steel rails; ties of oak, and the steel and ties in good condition. The road is ballasted with crushed rock burnt ballast. The fences are in good condition, the bridges and culverts are in good shape. They are replacing wooden bridges and culverts are in good shape. They are replacing wooden structures with steel girder bridges, stone and concrete abutments. There were several of these in course of construction we noticed on our trip.

We found the physical condition of the road in good shape, the road well ditched, water ways open, etc. The depots are nice and well kept. Stock pens are in good condition to receive stock. The right of way clean, and shows that there is care and pains taken, and the management is to be congratulated on having such able subordinates.

WM. E. McCULLY,
JOE P. RICE,
T. J. HENNESSEY,
Commissioners.

OMAHA, KANSAS CITY & EASTERN RAILROAD.

Pattonsburg to West Quincy.

Inspected by Commissioners Hennessey and McCully, August 15, 1900.

A vast improvement has been made in this property since our inspection of 1899, something over 153,000 ties have been put in the track, with about 60,000 now distributed along the line for renewals. A great deal of ditching and surfacing has been done, while a steam power ditcher is not at work. Embankments have been strengthened in many places, and this is being added to daily.

Bridges on this line have been practically all rebuilt, renewed or filled during the past year, only a few remaining, and with only the exception of a few, material for the renewal of these lie on the ground ready for use. About 40 miles of this track is laid with 63-pound steel, remainder is 60-pound, all being in good, safe condition.

We heartily commend the action of the management in the splendid ballasting work under progress on this property. From Pattonsburg eastward, about 40 miles of track has been thoroughly ballasted with from 12-inch to 16-inch crushed stone, and the line thus treated is in splendid condition.

A stone crusher is in operation at Gilman, with a capacity of some 18 cars daily, and is being operated on full time, and this product is distributed.

We recommend that this be continued throughout the year, believing this course will prove vastly beneficial.

Depots along this line are very neat and serviceable, making a very creditable appearance. Much of the fencing has been rebuilt, and with force now at work the management hopes to complete all ere the close of present year.

We congratulate the present management upon its faithful efforts to comply with the 1899 recommendations of this Board, and heartily approve the efficient manner in which improvements are being made, and trust their good work may be continued unrestricted.

DETAILS OF BETTERMENTS.

PATTONSBURG TO BLANCHARD, O. & ST. L. R. R.

August 1899 to August 1900.

Number of cross ties put in track.....	69,272
Number of cross ties on hand (distributed and will be put in tracks by Sept. 30, 1900).....	20,431
Number of bridges filled, 1—equal to.....	870 lineal ft.
Number of bridges renewed, 48—equal to.....	6,150 lineal ft.
Number of bridges partially renewed, 16—equal to.....	1,840 lineal ft.

OMAHA, KANSAS CITY & EASTERN RAILROAD.

August 1899 to August 1900.

Number of cross ties put in tracks.....	153,291
Number of cross ties on hand (distributed and will be in tracks by September 30, 1900).....	21,127
Number of bridges filled, 7—equal to.....	670 lineal ft.
Number of bridges renewed, 16—equal to.....	2,320 lineal ft.
Number of bridges partially renewed, 21—equal to.....	2,660 lineal ft.

There has also been ballasted 51 miles of track with crushed rock; nearly all of the station houses have been painted; a large percentage of the stock pens have been renewed; and 151 miles of road equipped with new wing-fences and stock guards. In addition to this three new water stations have been erected.

The foregoing gives an idea of the vigorous line of improvements, renewals and betterments that have been carried forward during the last twelve months. The energy and interest shown by the management of these lines in carrying out the recommendations of this Board regarding necessary improvements during the past year can not be too highly commended.

By order of the Railroad and Warehouse Commissioners, August 28, 1900.

JAMES HARDING, Secretary.

KANSAS CITY AND NORTHERN CONNECTING RAILROAD.

Inspection made by Commissioners Hennessey and McCully, August 15, 1900.

Roadbed somewhat washed, but in fairly good condition; embankments have been strengthened in some few places. Rails same

as per our report of 1899, but are good and serviceable, and fully equal to requirements, and same can be said regarding ties. Only a small percentage of ditches have been opened, and unless roadbed is drained ere winter sets in this rail will, in our judgment, get in bad condition.

Track in many places has been put upon crushed stone, in wet and soft places, and in some few places ballast has been used. Bridges and cattle guards are in apparent safe condition.

Only a small amount of right of way has been cleaned of weeds, but the work is now under way.

Depots and stock pens appear both comfortable and serviceable.

From Santa Rosa to Pattonsburg track is very rough, alignment very bad, and in our opinion this can only be remedied by the use of a heavy crushed stone ballast, owing to the peculiar nature of the dirt in this roadbed.

OMAHA & ST. LOUIS RAILROAD.

Pattonsburg to Blanchard.

Inspected by Commissioners Hennessey and McCully, August 15, 1900.

Roadbed is in fairly good condition, and many cuts have been ditched and drained, but much remains yet to be done.

New ties have been placed in this track since our inspection of 1899, and same can now be said to be fairly well tied, though all decayed ties have not yet been fully renewed; however, we found several thousand ties distributed along the line, and work of placing them is progressing as speedily as can be done with the limited number of section men employed.

About one-half this line has been laid with new 75-pound steel rails, but the remainder is operated on an old rail originally of a weight of 56 pounds, but has been worn and turned until we regard it as absolutely dangerous for high speed or heavy traffic.

A marked improvement has been made in the bridges on this line since our inspection of last year. Acting under the orders and recommendations of the Commissioners at that time, practically all bridges have been rebuilt, repaired or filled up; embankments have been strengthened in a few places; right of way partially cleaned, and work on same now under way. Some forty miles of new standard five-wire fencing has been built the present year, and gang now continuing the work. New cattle guards and wing fences to same

have been built, and indications are that these will all be installed ere the close of this year. Station houses, tanks and company buildings present a neat and tasty appearance (for the greater part), while stock pens appear commodious and fully adequate to the requirements of the traffic.

The condition of the track from Blanchard to Evona, some 46 miles, is such in our opinion as to render its operation with reasonable safety, impossible under existing conditions. The rails, originally 56 pounds to the yard, have been worn down until scarcely anything but the stem remains. Engines weighing 110 tons are used, and freight cars of largest capacity, as well as heavy passenger coaches and Pullman cars, are also in service. The speed, in order to make required connections, is necessarily high, and in our judgment is entirely too high for safety.

We feel compelled to condemn this portion of the track of the Omaha & St. Louis railway, as unfit for the service required of it, and, therefore, under authority conferred upon us by section 1205, R. S. 1899, hereby order the management of the said railway to take such measures as may be necessary to renew the rails in that portion of said railway from Blanchard to Evona, before January 1st, 1901.

By order of the Railroad and Warehouse Commissioners, August 28, 1900.

JAMES HARDING, Secretary.

SOUTHERN MISSOURI & ARKANSAS RAILROAD.

Inspection made by Commissioners Hennessey and McCully, leaving Cape Girardeau, 8 a. m., August 23rd, 1900.

Extensive improvements have been completed in yards at Cape Girardeau, and many others under way at present, consisting in part of extension of track from old station some 1,900 feet, at the northern terminal of which extension workmen were engaged on the foundation of an elegant brick and stone depot, plans for which were submitted us, and we unhesitatingly approved. Terminal yards have been enlarged, and many new tracks have been laid, all being equipped with new 65-pound rails, split switches, and spring frogs.

A new machine shop, 112 feet by 50 feet, built of brick, with truss roof; a new car repair shop, 122 feet by 50 feet, together with large blacksmith shop and power rooms, all of brick, were rapidly approaching completion. All of these improvements have been begun since our inspection of 1899. In addition to these, we are gratified to note the following betterments installed since our last inspection:

Some 12 miles of new 65-pound steel has been put in the track between Cape Girardeau and Delta, while from Delta to Idlewild 56-pound rail has been substituted for the old 35-pound rails. This 56-pound rail is not new, but is in good condition, and we are assured by the management that they hope during the present year to remove the remainder of the 35-pound rail from this line.

More than 85,000 first-class ties have been placed in the roadbed of this line during the past twelve months, and workmen are engaged at present renewing ties. We also refer with pleasure to the bridge work done since our last inspection.

Bridge No. 4 has been rebuilt, with a first-class 50-foot steel girder on stone abutments, surmounted with new deck, guard rails, etc., and bridges Nos. 115, 118 and 122 are being rebuilt in similar manner; while bridge No. 121 is being rebuilt with a new Pony truss. A large proportion of the bridges and trestles along this line have been rebuilt in a substantial and workmanlike manner, and the remainder, with few exceptions, have been repaired, adding new piles, new bents and new decks—the exceptions noted having material on the ground for their renewal.

A large percentage of cattle guards on this line have been rebuilt in first-class manner, and equipped with standard wing fences. The management determined to thoroughly ballast with coarse gravel all approaches to the bridges, trestles and cattle guards as fast as they were renewed. A great deal of this has been done, and this line of work is still progressing.

Some splendid ditching and draining of roadbed has been done, and much remains yet to be done, but found train gang engaged in this line of work west of Williamsville.

Practically all the station houses on this line have been overhauled, repaired and painted; while at the junction with the C. G., B. & S. R. R., a new joint station has been built, which is commodious and very tasty.

Many stock pens have been rebuilt, and these, as well as all wing fences and outbuildings, have been whitewashed or painted.

We endorse the action of the present management in the betterment of their property, and most heartily commend the efforts of the operating department for the efficiency displayed.

T. J. HENNESSEY,

WM. E. McCULLY,

R. R. & W. Commissioners.

August 28th, 1900.

ST. LOUIS, KANSAS CITY & COLORADO RAILROAD.

Inspection made by Commissioners Hennessey and McCully, September 3rd, 1900.

Left Forsyth Junction, and made a careful inspection of this property, and submit the following report:

Roadbed is badly washed and ditches filled, and in many cuts dirt has filled ditches until same entirely covers ties, and is flush with top of rail, and on fully one-half of this line roadbed is covered with a heavy growth of grass and weeds beteen the rails.

While a small percentage of decayed ties have been replaced with new ones, there still remain several thousand decayed and broken ties in the track.

From Forsyth Junction to near Creve Coeur is laid with a 60-pound rail, and the remainder of line to Union is equipped with a 70-pound rail, and same is but little worn, is in good condition and fully equal to the requirements.

But little fencing, and what there is, is worthless.

A careful examination of trestles and bridges indicates, in our judgment, that the following are badly decayed, and should be rebuilt or filled during the present year:

Nos. 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 24, 26, 28, 29, 30, 31, 32, 33, 34, 40, 41, 42, 43, 44, 62, 116, 128, 129, 130, 131, 132, 141, 143, 148, 149, 153, 154, 155.

It is but fair to state that we were informed by the Superintendent and Chief Engineer of this property that the renewals and betterment of these bridges had already been determined, and in some instances material had already been ordered for renewals, and work would be pushed on same during remainder of current year. Depots and stock pens very small, but peraps equal to requirements.

T. J. HENNESSEY,

WM. E. McCULLY,

R. R. & W. Commissioners.

INSPECTION OF WABASH RAILROAD BY COMMISSIONERS
HENNESSEY AND McCULLY, LEAVING ST. LOUIS ON
REGULAR TRAIN, 9 A. M., TUESDAY, OCTO-
BER 23rd, 1900.

Main Line, St. Louis to Kansas City.

Practically speaking all of this property (in main line), is laid with 73-pound steel, and same is in good condition, though 80-pound steel is now the standard, and all renewals are being made of this weight.

Road-bed is well built up and surfaced, and with very few exceptions ditches in cuts are in splendid condition, making the drainage first-class. Road is ballasted (with only few exceptions), for the entire distance with "burned clay." Ties average about 3,000 to the mile, and are reasonably sound; smaller bridges and trestles are principally wooden structures, but are well maintained. Depots and stock pens are well up to the standard, and are fully equal to requirements, while the provisions which have been made, and are now under construction, relating to the convenience of shippers in the way of providing all stock pens with water and *shade*, deserve commendation.

We also find this property on the main line and branches fully equipped in all their yards with spring frogs, split switches and switch stands provided with signal lights, all of which, in our opinion, contribute to the safety of the public. Wing fences and cattle guards are, with scarcely an exception, in first-class condition, but while there has been considerable new fence constructed there still remains a large amount of renewals to be made ere fencing can be classed as up to the standard.

BRUNSWICK TO PATTONSBURG.

Equipped with 59-pound rail, in good serviceable condition. Road-bed is substantial and reasonably well surfaced and drained; ditches in cuts in good condition. Road-bed well tied. Depot buildings are comfortable structures, and are well lighted and ventilated.

Road crossings are very substantial and are well guarded and maintained. No ballast of any consequence on this property. Wing fences and cattle guards in good condition. Some new fence noted on this property, but majority of the fencing is in poor condition. Stock pens appear to be fully equal to requirements.

CENTRALIA TO COLUMBIA.

We are gratified to note the improvements made in this branch since the last inspection of this Board.

Road-bed has been strengthened, surfaced and cuts drained, until same can be passed upon as safe and fully equal to tonnage and traffic. Ties are in reasonably good condition, and some 40 per cent. of the line is well ballasted with cinders.

This line is laid with 63-pound steel, and same is but little worn and fully equal to requirements.

Depot buildings and stock pens are in good, serviceable condition; some new fencing evidenced, but majority is old and much of it down, by virtue of decayed posts.

MOBERLY TO IOWA LINE.

Road-bed is in good condition, evidencing care and painstaking; is well surfaced and drained. Ties are in good serviceable condition; laid with — pound rails, and same are but little worn and fully equal to the traffic.

This line has been operated since its construction (some thirty-odd years), without ballasting, but is now being well ballasted with "burned clay," and we are assured that ere the close of the present year this work will be finished.

Depots on this line are, for the greater part, very neat, tasty and up-to-date structures, commodious and comfortable; stock pens afford ample facilities for shippers.

Some new fencing is indicated, but greater portion of old part is in bad condition.

SUMMARY.

The general condition of these properties has been much improved during the past few years, and in general terms the property is good and fully up to the standard.

The "standard fence post" which has been adopted by this company will, when fully installed, make their fencing first-class. Much of the fencing on both main line and branches has already been recently renewed in first-class manner, but approximately 60 per cent. yet remains to be renewed or rebuilt.

Bridges and trestles on all branches are of wood, but are serviceable structures and bear evidence of being well cared for.

INSPECTION BY COMMISSIONERS HENNESSEY AND McCULLY OF THE KANSAS CITY SOUTHERN RAILWAY LINE IN MISSOURI, FROM GRAND VIEW TO STATE LINE, ONE-HALF MILE SOUTHWEST OF BURGESS, BARTON COUNTY; AND FROM STATE LINE 1 MILE NORTHWEST OF ASBURY, JASPER COUNTY, TO STATE LINE, $2\frac{1}{2}$ MILES SOUTH OF NOEL, McDONALD COUNTY; TOTAL DISTANCE 162.53 MILES.

(October 31 and November 1 and 2, 1900.)

The last general official inspection of this line was made in June, 1898, detailed report of which is to be found in Twenty-third Annual Report of the Railroad and Warehouse Commissioners, pages 40-47, inclusive. Extensive renewals and repairs were ordered in consequence of this inspection, and it was with the view of ascertaining how far the requirements of the order of the Board of date June 14, 1898, in regard to renewals and repairs, had been complied with that this inspection was made.

It was found in going over the line of the Kansas City Southern in Missouri, that not only have the management fully complied with the requirements of the Board, but have far exceeded them. Many trestles have been filled up, and many more are being filled. Water-ways are provided for by masonry culverts, generally arched, and first-class in every respect. New piling has been driven wherever necessary in trestles remaining. Pile trestle approaches to all bridges are in excellent condition.

At Elk river, McDonald county, an entirely new bridge is in process of construction. Piers and abutments of first-class masonry, the stone in which is of exceptionally superior quality, are being built. The superstructure of this bridge will be of the best design, and sufficient for all requirements.

A very large amount of work has been done in the way of widening embankments and ditching cuts. The work of lifting track by placing under it 15 to 18 inches of ballast, is in progress on several miles of road, a very considerable portion of the track being already lifted and brought to excellent line and surface.

Ties are good generally, and wherever needed are now distributed along track, ready to be put in, in place of defective ties.

Station houses are good and sufficient. Water supply is ample.

Stock yards are provided, wherever necessary, and the shipping facilities of the road are very good, apparently up to the requirements.

It is evidently the intention of the present management of the Kansas City Southern railway to place the road in first-class condition in every respect, and the Commissioners take pleasure in commending the intelligent general direction through which the very extensive work now in progress is being carried on. In another year this road will certainly take its place as one of the best railways of Missouri.

The Board does not deem it necessary to make any recommendations regarding the work to be done in the way of renewals and repairs on the line of the Kansas City Southern railway, as everything they would suggest is being fully attended to by the management.

T. J. HENNESSEY,
W. E. McCULLY.

Railroad and Warehouse Commissioners of Missouri.

INSPECTION OF ST. LOUIS & SAN FRANCISCO RAILROAD,
BY COMMISSIONERS HENNESSEY AND McCULLY,
LEAVING ST. LOUIS NOVEMBER 27, 1900.

RAILS.

The main line of this property is equipped with 70, 75 and 85-pound rails, the latter weight being, more properly speaking, regarded as their standard, as all their additions or renewals are being made of this weight, on account of the heavy traffic, and some sections at present, principally in the Ozarks, are laid with this new 85-pound rail. Conditions of both old and new rails are good, the former being but slightly worn. On the Kansas City division rails are, from Springfield to Bolivar, 56-pound; Bolivar to Osceola, 65-pound; while from Osceola to Grand View, 75-pound steel has been laid during the past two years, and the work of renewing the steel is now being pushed to completion, until this entire division will be equipped with 75-pound rails.

ROAD-BED.

The general average good condition of road-bed on main line has been maintained since our last inspection, while on the Kansas City division a very marked improvement is noted. Embankments have been strengthened, cuts widened, ditches opened, and drainage conditions very much improved.

TIES.

The elimination of decayed ties and broken ties by this company is commendable, and appears to be closely watched, while the ballasting, which is in progress, exposes and indicates all defective timbers, and these are removed and new ballast and ties put down.

BALLAST.

Main line, St. Louis to Springfield, is ballasted principally with gravel; Springfield to Monett, with crushed rock, and is first-class; while from Monett west, bed is only partially ballasted, though management assures us that this will be completed as speedily as possible. Some magnificent ballast work is evidenced on Kansas City division, notably from Lowry City to Garland, and from Grand View to Harrisonville, and this work is being pushed as fast as two rock crushers, of an average capacity of 1,500 yards per day, can turn out the material.

BRIDGES, TRESTLES, ETC.

These structures on main line appear "up to the standard," and their condition evidences careful, efficient maintenance, while on the Kansas City division all the principal openings have been (and are now under way) renewed with steel structures, resting on concrete piers and abutments, workmanship evidenced being first-class. All minor openings are being filled, and having iron pipes inserted where possible.

FENCES AND CATTLE GUARDS.

Main line fencing is in rather poor condition, and should be rebuilt, while on the Kansas City division same has been renewed entirely during the past year, making a good, substantial job for the entire distance. There appears to be no "standard" for cattle guards, they being constructed of "all kinds" of material. Cattle pens of entire system appear safe and of sufficient size to amply accommodate all patrons.

DEPOTS.

The "standard" depot of this company is a first-class building, and well equipped, notably Springfield, Monett, Peirce City, Carthage and Joplin, while all others appear to be comfortable, with adequate provisions for lighting and heating.

T. J. HENNESSEY,
W. E. McCULLY.

R. R. and W. Commissioners.

Sedalia, May 15, 1901.

"Office of Railway and Warehouse Commissioner, Jefferson City, Mo.

"Dear Sir—It has become a practice of the M., K. & T. Ry. Co. to run two engines coupled together, commonly called double heading of trains, south from Hannibal, Mo., over their entire system.

"We, as employes in train service, pray to you to ascertain whether the track, trestles and bridges are sufficiently strong enough to carry with safety, the heavy tonnage now imposed upon them."

REPORT OF INSPECTION OF BRIDGES ON ST. LOUIS DIVISION, HANNIBAL DIVISION, SEDALIA DIVISION, AND KANSAS CITY DIVISION OF THE MISSOURI, KANSAS & TEXAS RAILWAY IN MISSOURI, MADE BY THE RAILROAD AND WAREHOUSE COMMISSIONERS, MAY 17, 18 AND 19, 1901.

Bridges on these divisions are as follows:

ST. LOUIS DIVISION, TEXAS JUNCTION TO FRANKLIN JUNCTION.

Wooden trestles, framed and pile.....	223
Steel plate girder bridges.....	4
Steel half-through truss spans.....	6
Steel through truss spans.....	14
Total.....	247

HANNIBAL DIVISION, HANNIBAL TO FRANKLIN JUNCTION.

Wooden trestles, framed and pile.....	145
Combination truss span.....	1
Steel plate girder bridges.....	2
Steel half-through truss spans.....	1
Steel through truss spans.....	2
Steel deck truss spans.....	2
Total.....	153

SEDALIA DIVISION, FRANKLIN JUNCTION TO FORT SCOTT.

Wooden trestles framed and pile.....	176
Steel plate girder bridge.....	1
Steel half-through truss spans.....	5
Steel through truss spans.....	6
Total.....	188

KANSAS CITY DIVISION, KANSAS CITY JUNCTION TO STATE LINE.

Wooden trestles, framed and pile.....	59
Combination truss spans.	4
Total.....	63

TOTALS.

Wooden trestles, framed and pile.....	603
Combination truss spans.....	5
Steel plate girders.	7
Steel half-through truss spans.....	12
Steel through truss spans.....	22
Steel deck truss spans.....	2
Total all bridges.....	651

A careful inspection of these bridges was made in July, 1900, and at that time they were reported as being in a servicable condition, and equal to requirements.

The inspection made in May, 1901, shows that all bridges are carefully maintained, and with materials delivered at all points where renewals or repairs of trestles are becoming necessary. The repair work is systematic and efficient. It is the intention of the management to eliminate, as rapidly as practicable, all wooden structures, replacing them with embankments or steel. The work of repair on St. Louis Division is going on at two trestles (numbers not noted), some ten miles west of St. Charles, and at trestles Nos. A28, A35, A38, A39, and A40.

On Hannibal Division high framed trestle No. 36 will receive extensive repairs, material for the purpose being now on the ground.

Bridge No. 78 (2nd bridge north of Fayette), Post's Combination truss, will be replaced during the present season with an 80-foot steel plate girder bridge. At present the track is carried on substantial timber bents, entirely independent of the truss.

On Kansas City division three of the four combination truss bridges in place are in excellent condition, and fully up to requirements. The other (No. C37) is to be replaced this season with new steel through truss. Track is carried on substantial timber bents, independent of truss. The three spans first referred to have entirely new floors, floor beams, and track stringers. One (No. C51) has steel floor beams. Top chords and end posts are covered with galvanized iron.

The bridges and trestles on Sedalia Division are in excellent condition, and receive careful attention. Some important changes

in line have been made between Boonville and Sedalia, and several trestles filled up. From Fort Scott through to Texas Junction, being main line of the M., K. & T., all metal structures are new and first-class in all respects, of high standard, and fully equal to any service which can be expected of them.

Especial care was given to the inspection of the bridge crossing the Missouri river at Boonville, it being the most important of the bridges of the M., K. & T. in Missouri, and to which the attention of this board has been especially called.

The bridge consists of five fixed and one draw span,—the lengths of the spans being as follows:

Three spans, 222 feet, 9 inches total length.

Two spans, 255 feet, 9 inches total length.

One span (draw) 360 feet, 8 inches total length.

The bridge is of steel throughout, with the exception of the cross ties in track, which are of sawed oak, 8 x 9 inches, 8 feet long, and spaced five inches apart. Width of trusses between centers is 18 feet, and between center of stringers 7 feet, 6 inches. The length of panels in shorter fixed spans is 24 feet, 9 inches, in longest fixed spans 28 feet, 5 inches, and in draw span 25 feet, 7 1-2 inches.

Height of trusses varies, being for three shortest spans 43 feet, 9 inches; for the two next longest spans, 47 feet, 3 inches; and for draw span, 51 feet, 9 inches; of deck span. Track on northern approach is carried on substantial double timber bents, entirely independent of deck span, which formerly carried track. This approach will be changed to rock embankment.

Each span of this bridge was designed to carry, in addition to its own weight (dead load) of 2,080 pounds per lineal foot, a live or moving load, consisting of two 128 ton consolidated locomotives, coupled, followed by train of weight equal to 3,500 pounds per lineal foot of span. With this load (dead and live load combined) the greatest stress which can come on tension members is less than 13,000 pounds per square inch, whilst the ultimate or breaking limit of the steel used varies from 58,000 pounds to 63,000 pounds per square inch. The lowest factor of safety is 4.5, that is, the spans will carry before yielding a load of four and one-half times as heavy as the load they are designed to sustain. The greatest stress which can come on compression members is 8,300 pounds per square inch. The bridge being a draw bridge, all trains come to a full stop before crossing and maximum rate of speed allowed is 6 miles per hour, so it is unnecessary to make allowance for additional stresses due to the impact of heavy, rapidly moving trains.

The bridge is of most excellent design, and workmanship having been built by the Pencoyd Iron Works, and is fully up to the well known high standard of that Company. The work of erection was done by the bridge and building department of the M., K. & T. R'y, under the personal supervision of its general foreman. The draw span is an exceptionally fine piece of work—riveted work, pin connection, bearings, floor and track, and in fact all details in each of the spans show first-class work. One counter was noticed which had given way in eye, on pin in upper chord. This failure was due no doubt to unequal strain thrown upon the counter in adjustment. These counters are adjustable and in 'screwing up' too much tension must have been thrown upon the rod. Size of rod 1 3/8 square. These counters, however, are not of vital importance. Counter has been thoroughly repaired, and is in place properly adjusted.

A personal inspection, occupying several hours, was made of this bridge, besides which the original detailed working plans and strain sheets were carefully examined and checked.

It is the opinion of the Commissioners that the bridges of the Missouri, Kansas & Texas Railway in Missouri are maintained in good condition, properly attended to, and are equal to their requirements. The maintenance of the bridges upon a line of such importance as is the Missouri, Kansas & Texas Railway, is a matter of greater interest to that company than to anyone else, and self-interest alone can be relied upon to insure that structures, upon the condition of which the safe and profitable operation of their lines so largely depends, will be maintained in proper condition.

The Commissioners were called upon to make inspection of bridges on M., K. & T. lines, with especial reference to their efficiency for carrying "double header" trains. They do not find that the running of trains headed by two locomotives, as mentioned, is dangerous on account of liability to accidents from inefficiency of structures.

They are of opinion, however, that "double heading" of trains generally is hazardous under many conditions, which may reasonably be expected, and where there is lack of concert of action between engineers may result in serious accident and loss of life. For this reason they would recommend generally the discontinuance of double headed trains on the railroads of Missouri.

St. Louis, Mo., May 27, 1901.

James Harding, Esq., Secretary Board of Railroad Commissioners, Jefferson City, Mo.:

Dear Sir—Answering your letter of May 20th, would advise that we have gone over our records from April 1st, 1901, and find that between that date and May 22nd the following number of trains were run as double-headers, or with two engines connected, in the State of Missouri:

From North St. Louis to Klondike.....	1
From Klondike to North St. Louis.....	1
From North St. Louis to Franklin Junction.....	4
From Franklin Junction to North St. Louis.....	2
From North St. Louis to Mokane.....	1
From Franklin Junction to Sedalia.....	47
From Sedalia to Franklin Junction.....	44
From Sedalia to Parsons.....	4
From Parsons to Sedalia.....	3

There were no trains double-headed between Hannibal and Franklin Junction during the period above named.

Hoping this will give you the information you desire, I beg leave to remain,

Yours truly,

M. SWEENEY, Gen'l Supt.

Sedalia, Mo., July 2, 1901.

Mr. J. Harding, Secretary Railroad and Warehouse Commission, Jefferson City, Mo.:

Dear Sir—We received your report of the bridges and trestles of the M., K. & T. R. R. system. The report was satisfactory to us, and we wish you to accept our thanks for your trouble.

INSPECTION REPORT ON THE KANSAS CITY & NORTHERN CONNECTING, OMAHA & ST. LOUIS, AND OMAHA, KANSAS CITY & EASTERN RAILROADS, BY COMMISSIONERS M'CULLY AND RICE, MAY 21st AND 22nd, 1901.

KANSAS CITY & NORTHERN CONNECTING.

We fail to note any material betterment of this property since our last inspection during 1900. The general maintenance has been very good, with perhaps drainage facilities excepted. Rails of this line, as previously reported, are safe and fully up to all requirements, while same may be said as to bridges, depots, stock-pens, etc., and ties are sound and in good condition.

Generally speaking, cuts are badly washed and ditches filled, impeding drainage, and in several instances, almost covering the track. It is, however, only just to say that we noted the presence of a steam ditching machine, with a large "extra gang" engaged in opening up these drains, and reinforcing embankments, a work which was badly needed; and the efforts now being made to improve in this respect we heartily approve.

This property has practically no ballast, with exception of in some soft and wet places; in cuts tracks has been put upon heavy rock.

Our knowledge of the territory covered by this line, together with the peculiar qualities of dirt in road-bed, convinces us that except at a large expense this track can not be kept up in a good, safe condition, except same is well ballasted; hence we recommend and urge that this be done, knowing it will add materially to safety of patrons, as well as economy in operating.

• OMAHA & ST. LOUIS RAILROAD

Principal improvements on this line from Pattonsburg to Blanchard (Missouri—Iowa line) noted since our inspection of last year, are found in the addition of new ties,—the filling, renewing and rebuilding of bridges, and the installation of some seventeen miles of new 75-pound steel.

Considering excessive rains during the past three months, and the utter lack of ballast, we find road-bed in fair condition, but consider it extremely necessary that prompt attention should be given to the strengthening of embankments, opening of ditches and surfacing of road-bed.

Experience also teaches us that under present conditions a proper degree of surfacing or alignment is impossible. As noted in our last report, bridges and trestles on this line are principally wooden structures, and while, as previously indicated, many of these have been renewed and rebuilt, there yet remains several (indicated to management), which should receive proper attention at once. The new rails installed since our last inspection are a most valuable addition to the safety of patrons of this line, but there yet remains a quantity of light rail in use, all badly worn, and a part of which we regard as absolutely dangerous and unfit for traffic at practically any speed.

Track is reasonably well tied, some 20,000 having been placed since our last inspection, and when those ties now distributed and provided for shall have been placed in track, same will, in our opinion, be safe and up to standard in this respect.

Depots, stock-pens, tanks and buildings generally are in good condition, presenting a good, neat and tasty appearance. Cattle guards appear well maintained, and highway crossings properly protected.

SUMMARY.

We recommend that prompt attention be given to betterment of surfacing and alignment; that bridges indicated be renewed or filled,

and that drainage of cuts be perfected; and that the present dangerous condition of rails compels us to condemn the following rails:

Between McFall and Darlington, six miles;

Between Bedison and Maryville, three miles;

Between Maryville and Burlington Junction, eleven miles.

And hereby order that new rails of a sufficient weight be substituted for the above by not later than October 1st, 1901. Failure to comply with this order will compel us to proceed in such manner as may be warranted by law.

OMAHA, KANSAS CITY & EASTERN RAILROAD.

We note with pleasure the improvements made in this property during the past two years, and evidences are at hand showing a continuance. Road-bed is in fairly good condition, and when ditches shall have been cleared and opened, it might be considered as "very good." Rail—60 pounds—is in safe condition, and well supported with sound ties, some 18,000 of the latter having been placed in track since our last inspection, making it up to the standard.

As indicated in our former reports, bridges and trestles of this line are principally wooden structures, many of these openings have been filled with earth, some renewed entirely, while others indicated over-hauling. A watchful care is indicated in the maintenance of these structures, and taken as a whole we regard them equal to all requirements. Something near 100 miles of this line has been ballasted with a first-class quality of crushed stone, some 80 per cent. of which is eight inches under the ties; and the remainder twelve inches deep.

We can not commend too highly the benefit derived from this work, both as regards safety to the public, and economy in maintenance, and earnestly recommend its continuance.

We find depots neat, tasty and comfortable structures. Stockpens ample for all requirements; cattle guards well maintained, and highway crossings properly equipped and protected.

W. E. McCULLY,

JOE P. RICE,

R. R. and W. Commissioners.

INSPECTION REPORT OF "BURLINGTON" MISSOURI
LINES, BY COMMISSIONERS RICE AND
M'CULLY., JUNE 4, 1901.

K. C., ST. J. & C. B.

Road-bed of this property is in good, general condition, and the majority of it is strictly first-class. Being what is known as a river road, bed is subject to overflows in time of high water, hence from year to year policy of management is to elevate tracks until same shall be above high water. A considerable portion of this has already been accomplished, and this line of work still progresses, notably between Harlem and St. Joseph. Extra gang is engaged in lifting track from 15 inches to 25 inches, using heavy crushed stone as a filler and ballast. Two crushers with a combined capacity (daily) of some 25 cars are in use—and this product is being applied to the raising and ballasting of road-bed. North of St. Joe are some magnificent pieces of track well up and heavily ballasted with crushed rock and burned clay, all well surfaced and alignment of rails, together with elevation of curves, is first-class.

Ties are in good, sound condition and maintenance is fully up to standard. Seventy-five pounds is the standard of this line, some 65 miles of which is already installed and we found steel gang on the line engaged in this work.

Principal bridges are of steel, supported by stone abutments and piers, while many heavy steel girders on masonry supports are in evidence. Work of eliminating wooden trestles, and substituting steel structures therefor, has been the policy of this company, and a continuance of the ratio of past few years will soon witness the disappearance of all wooden structures from this line.

Fencing on the line of this road, for the greater part is in poor condition, while cattle guards and highway crossings are "standard," well maintained, and the latter properly protected with signs, etc.

Depots are comfortable, with suitable provisions made for light, heating and ventilation, while stock pens are in good order and adequate for all requirements.

TARKIO BRANCH.

Road-bed in fair condition, class conditions considered, a proper degree of care in its maintenance, as regards ditching and drainage being evidenced.

Practically no ballast, but as track is subject to overflow in many places, such places are, generally speaking, filled and track supported with rock and cinders, thus overcoming in some degree effects of the water, and, in our opinion, contributing to safety in operating. Line has in many places been raised to avoid overflow, but much remains yet to be done before the track is above high water mark.

Ties are sound and in safe condition and line equipped with 52-pound rail, which we regard as fully equal to all requirements. Surfacing very good, while alignment is first class.

Depots and stock pens appear to meet all requirements of the public, while cattle guards and highway crossings are well maintained and protected.

Bridges, trestles, etc., are wooden structures, but are well kept, well supported with sound piles, and decks in all instances duly protected by guard rails.

BIGELOW TO MISSOURI—IOWA STATE LINE.

Condition of road-bed is very good, and the work of surfacing has progressed to a degree practically covering the line during present year. Drainage is carefully maintained—practically no ballast. This line is equipped with 60-pound and 66-pound steel rails, but little worn and in good, safe condition. Track is well supported with an abundance of ties, same in good, sound condition. Bridges, trestles and culverts evidence a watchful and careful maintenance, many minor openings have been earth filled, stone boxes and iron pipe being substituted for water ways. Alignment of track is first-class, and as a whole, we consider the capabilities of this line largely in excess of the present speed and traffic.

Depots are comfortable structures and properly maintained, while stock pens appear in ample supply and equal to all demands. Cattle guards are in good condition, while highway crossings conform fully to the requirements of the law.

BRANCH—AMAZONIA TO HOPKINS.

Roadbed in safe condition, drainage good, and surfacing very good for a "dirt roadbed." Practically no ballast, except that "soft places" are protected and maintained by a liberal use of cinders under ties.

This line is equipped with 56-pound steel, and same is in service-

able condition and fully equal to all requirements, both as regards speed and traffic. Ties sound and in ample supply. Curves well adjusted and braced, and practically all of them heavily ballasted with cinders. Alignment of track is first-class. Principal bridges are of steel, and wooden trestles and culverts evidence careful maintenance.

Depots and stock pens are kept in a creditable manner, and appear ample. Cattle guards and highway crossings are in good condition and duly protected.

CHARITON DIVISION.

St. Joseph to Iowa state line, one-half mile north of Andover, Missouri.

This line is laid with steel rails varying from 52 pounds to 66 pounds per yard. Roadbed well drained and ditches in cuts open and sufficient. Track is in excellent condition as regards ties and fastenings, and is well aligned and surfaced. From Ridgway to Iowa line (15 miles) track is ballasted with burnt clay, remainder of line is practically without ballast, other than ordinary soil, but track is well bedded and filled. Fencing is good—highway crossings and cattle guards in good condition and well maintained. Station houses, stock pens and shipping facilities are equal to all requirements.

Bridges and trestles are in good condition, those between St. Joseph and Albany having been renewed during the present year. All new work piling, bends and decks are standard, and fully up to all requirements. Many trestles have been filled.

GRANT CITY & SOUTHERN.

Albany Junction to Grant City.

This line was completed and opened for traffic in 1900. Track is of 66-pound steel rail, well laid and fully tied and fastened. Bridges and trestles are all in first-class condition. Surface and alignment of tracks reasonably good for new work. Drainage is good, road crossings and cattlecrossings and cattle guards are in excellent condition. Fencing is first-class, being of Page woven wire, with cedar posts.

KEOKUK & WESTERN RAILROAD.

Alexandria, Mo., to Iowa State Line, 6 miles north of Glenwood Junction.

Roadbed in good condition, track in excellent surface and alignment. Ties in good condition. Bridges and trestles are in good condition and well maintained. Many trestles have been filled and water ways provided with stone box culverts or iron drain pipe. About 25 per cent. of track is ballasted with cinders, or mine refuse. Highway crossings and cattle guards in good order and well maintained. Stock pens are in good condition and fully equal to requirements. Station houses are old, but in fair condition. Drainage of roadbed is good; switches are blocked. Fencing, part very good, and remainder in fair condition.

WM. E. McCULLY,
JOS. P. RICE,

Commissioners.

PART III.
TABULATED STATISTICS.

RAILROADS OPERATED IN MISSOURI, JUNE 30, 1901.

Name of company controlling or operating.	Name of railroad.	From	To	Main line.		Yard tracks and sidings.....	Totals.....	Total all tracks..
				Single track.	2nd, 3rd and 4th tracks..			
Atchison, Topeka & Santa Fe..	Atchison, Topeka & Santa Fe.....	Kansas City..... North Lexington.....	Chicago, Ill..... St. Joseph.....	195.46 76.45				
Bellevue Valley.....	Bellevue Valley.....	St. L. I. M. & S. Ry., Iron county.....	Schneider's Quarries	271.91	271.91	68.51	341.72	341.72
Cape Girardeau, Bloomfield & Southern.....	Cape Girardeau, Bloomfield & Southern.....	Bloomfield, Stoddard county..... Exeter St. L. & San. F. Ry.....	Zalma, with br'ches Cassville.....		3.57	.25		3.82
Cassville & Western.....	Cassville & Western.....	Westchester.....		27.43		1.95		29.38
Chester, Perryville & St. Genevieve.....	Chester, Perryville & St. Genevieve.....	Louisiana.....	St. Marys, Perryville & Ste. Genevieve			.56		5.07
Chicago & Alton.....	Kansas City, St. Louis & Chicago..	Mexico.....	Mexico & Cedar City Kansas City.....	101.75 161.90		2.15		31.02
Chicago, Burlington & Quincy	Chicago, Burlington & Kansas City	Chicago, Burlington & Kansas City	Keokuk, Ia.....	263.65	263.65	56.00	322.37	322.37
"	Hannibal & St. Joseph.....	Hannibal.....	St. Joseph.....	103.82				
"	"	Palmyra.....	West Quincy.....	204.32				
"	"	"	Kansas City.....	14.84				
"	"	Cameron Junction.....	Rushville & Atchison Junction.....	54.71				
"	"	St. Joseph.....		15.89	289.79			
"	K. C., St. Joseph & Council Bluffs	Harlem H. & St. J. R. R.	Council Bluffs, Ia.....	140.51				
"	"	Winthrop.....	Armour.....	2.96				
"	"	Amazonia.....	State Line N. of Hopkins.....	52.13				
"	"	"	Burlington Jnc.....	31.54				
"	"	Bigelow.....	State Line, Nodaway county.....	25.43				
"	"	Corning.....	East Leavenworth.....	1.05				
"	"	Stillings.....		253.62				

Atchison & Nebraska.....	A. & N. Junction.....	Rulo Bridge, Holt Co.....	3.12						
St. Joseph & Nebraska.....	St. Joseph Junction.....	A. & N. Junction.....	5.86						
Leon, Mt. Ayr. & Southwestern.....	Albany.....	Bethany Junc., Ia.....	43.83						
	Grant City.....	Leon, Ia.....	6.44						
Brownville & Nodaway Valley.....	Burlington Junction.....	Villeseca, Ia.....	9.45						
St. Joseph & Des Moines.....	St. Joseph.....	Albany.....	48.09						
Grant City & Southern.....	Grant City.....	Albany Junction.....	19.98						
St. Louis, Keokuk & Northwestern.....	St. Louis.....	Keokuk, Ia.....	163.79						
		St. Peters Wab. R. R.....	10.55						
		At West Alton.....	.46						
Keokuk Western.....	Alexandria.....	Van Wert, Ia.....	69.72						
		Calnsville.....	11.83						
Chicago Great Western.....	St. Joseph.....	Des Moines, Ia.....	1,040.27	1,040.27	44.07	286.26	1,370.60	1,370.60	
	Ree Creek, A. T. & Santa Fe Ry.....	Beverly, R. O. St. J. & C. B. R. R.....	61.46						
			23.00						
Chicago, Milwaukee & St. Paul.....	Coburg Junction, K. C. Belt Ry.....	Ottumwa, Ia.....	84.46	84.46		22.51	106.97	106.97	
Chicago, Rock Island & Pacific.....	East Leavenworth.....	Edgerton Junction.....		140.27		40.99		181.28	
		Centerville, Ia.....	32.31						
		Rushville.....	147.93						
		Altamont.....	64.56						
		Kansas City.....	.55						
Crystal Railway.....	Silica, S. L., I. M. & S. Ry.....	Crystal City.....	233.37	233.37	.22	42.92	276.01	276.01	
Hamilton & Kingston.....	Hamilton.....	Kingston, Caldwell County, Mo.....		3.50		1.25		4.75	
Houck's Missouri & Arkansas.....	Commerce, Scott Co.....	Morley St. L. I. M. & Southern Ry.....		8.50		.30		8.80	
	Morley & Morehouse.....	Morehouse, St. L. I. M. & Southern Ry.....	13.00						
			15.72						
Kansas City Belt Ry.....	Argentine, Kas.....	Blue River Valley, Jackson Co.....	28.72	28.72		2.00		30.72	
Kansas City Southern Ry.....	Grand View, Jackson Co.....	Jackson Co.....		7.04	7.35	16.83		31.24	
K. C. & Northern Connecting.....	O. M. & St. Paul Junction, Olney Co.....	Mena, Ark.....		162.55		34.74		197.29	
		Pattonsburg.....	75.27						
		K. O. Belt, Ry.....	.13						
			75.40	75.40		5.00		80.40	

RAILROADS OPERATED IN MISSOURI—Continued.

Name of company controlling or operating.	Name of railroad.	From	To	Main line.		Yard tracks and sidings.....	Totals.....	Total all tracks....
				Single track.	2nd, 3d, and 4th tracks..			
K. O. Suburban Belt Ry.....	Kansas City Suburban Belt..... K. O. & Independence Air Line.....	Mo., Kansas Line.. Air Line Junction.. Jackson Co.....	Brush Creek..... Independence.....	13.45 5.58	5.61	19.80		
Kansas City & Atlantic.....	Kansas City & Atlantic.....	Winner Bridge, Clay Co., not operated..	Northward.....					
Kansas City, Ft. S. & M.....	Kansas City, Ft. Scott & Memphis.. Greenfield & Northern Division.....	Kansas City..... Aurora, St. L. & S. F. Ry. City.....	Memphis, Tenn.....	227.19	3.62			
"	"	Webb City.....	Greenfield.....	37.67				
"	"	Flat Creek & Joplin.....	Washington, Kas.....	3.67				
"	"	Rich Hill Division.....	Rich Hill.....	30.71				
"	"	Cherryvale Division.....	Cherryvale, Kas.....	7.01	305.64			48.21
"	"	Kansas City, Clinton & Springfield	Ash Grove, K. C., F.	142.40				
"	"	"	St. & M. Ry.....	8.41	151.01			
"	"	"	Pleasant Hill.....					
"	"	Current River.....	Grandin, Carter Co	81.95				
Mississippi Riv. & Bonne Terre	Mississippi River & Bonne Terre.....	Riverside, St. L., I. M. & S. Ry.....	Doe Run, St. Fran- cois Co.....	538.60	538.60	124.37	665.01	665.01
Missouri, Kansas & Texas.....	Missouri, Kansas & Texas.....	Hannibal.....	Franklin Junction..	104.50	47.47	26.47		73.94
"	"	Kansas Junction, St. L., K. & N. W. Ry.....	Fort Scott, Kas.....	305.10				
"	"	North Jefferson.....	Oedar City.....	1.15				
"	"	K. C. Inc. Pettis Co.	Paola, Kas.....	69.65				
"	"	Walker, Vernon Co.	El Dorado Springs.	14.00				
"	"	McBaine, Boone Co.	Columbia.....	9.00				
Missouri Pacific.....	Missouri Pacific.....	St. Louis.....	Atchison, Kas.....	503.40	503.40	83.50	586.90	586.90
"	"	Poplar Street Track.	St. Louis.....	283.74				
"	"	Glencoe Junction.....	Glencoe Quarry.....	1.00				
"	"	Warrensburg, Inc.	Blackwater Quarry..	4.00				
"	"	"	Laclede Junction.....	3.00				
"	"	"	Greve Coeur Lake.....	11.94				

RAILROADS OPERATED IN MISSOURI—Continued.

Name of company controlling or operating.	Name of railroad.	From	To	Main line.		Yard tracks and sidings.....	Totals.....	Total all tracks...
				Single track.	2nd, 3d and 4th tracks.			
St. Joseph & Grand Island.....	St. Joseph & Grand Island, Kansas City & Northern Connect- ing (leased).....	St. Joseph.....	Grand Island, Neb.	.16				
"	"	Trimble, (K. C. & N. C. R. R.).....	Gower, A. T. & S. F. R'y.....	10.50				
St. Joseph Terminal.....	St. Joseph Terminal.....	Belt R. R. at St. Joe		10.66	10.66	5.65		16.31
St. Louis & Hannibal.....	St. Louis & Hannibal.....	Hannibal.....	Gilmore, Wabash R. R.....	1.02		7.33		8.35
"	"	Ralls Junction.....	Perry.....	85.00				
"	"	"	"	18.00				
St. L., K. C. & Colorado.....	St. Louis, Kansas City & Colorado	Forsyth Junction, Wabash R. R.....	Union.....	103.00	103.00	5.00		108.00
"	"	Bonner Station.....	Dripping Spring.....	55.24				
"	"	"	"	1.70				
St. L., Kennett & Southern...	St. Louis, Kennett & Southern....	Campbell, St. L. & S. W. R'y.....	Caruthersville.....	56.94	56.94	6.05		62.99
"	Kennett & Osceola.....	Kennett, Dunklin Co	Arbryd.....	43.10				
"	St. Francis Valley R. R.....	Campbell.....	Osage.....	14.16				
"	"	"	"	9.50				
St. Louis & San Francisco.....	St. Louis & San Francisco.....	St. Louis.....	Seneca.....	66.76	66.76	2.35		69.11
"	"	Monett.....	Paris, Tex.....	328.28				
"	"	Perce City.....	Wichita, Kas.....	32.57				
"	"	Opalin.....	Girard, Kas.....	44.06				
"	"	Cuba Junction.....	Salem.....	23.90				
"	"	Branches St. L., S. & A. R. R.....	"	41.12				
"	"	North Springfield.....	Springfield.....	11.57				
"	"	Granby Junction.....	Granby.....	3.18				
"	"	Oronogo.....	Oronogo.....	1.80				
"	"	North Springfield.....	Chadwick.....	0.33				
"	"	"	"	34.36				

[illegible]

RAILROADS OPERATED IN MISSOURI—Continued.

Name of company controlling or operating.	Name of railroad.	From	To	Main line.		Yard tracks and sidings.	Totals.	Total all tracks...
				Single track.	2nd, 3rd and 4th tracks..			
St. Louis, Carruthersville & Memphis.....	St. L., Carruthersville & Memphis.	Carruthersville, Pem- isot Co.....	Blythesville, Ark.....	22.00		1.00		23.00
St. Louis & North Arkansas...	St. Louis & North Arkansas.....	Seligman, St. L. & S. F. R. R.....	Harrison.....	8.04		.50		8.54
Union Pacific R'y.....	Union Pacific.....	Tracks in K. O.....		.50	.50	2.00		3.00
				6,893.29	112.03	1,660.34		8,665.26

CAPITAL STOCK, DEBENTURE, ETC., JUNE 30, 1901.

Name of Company.	Mileage.	Common stock.	Preferred stock.	Debentures.	Total.	Amount per mile.	Dividends paid.		Total.
							On common stock.	On preferred stock and scrip.	
Atchison, Topeka & Santa Fe	7,755.28	\$102,000,000	\$131,486,000		\$233,486,000	\$30.107	\$1,530,000 00	\$0,574,300 00	\$8,104,300 00
Cassville & Western	4.51	50,000			50,000	11,086			781,700 00
Chicago & Alton	902.27	19,542,800	19,544,000		39,086,800	67,703	6,652,557 50		6,652,557 50
Chicago, Burlington & Quincy	7,614.45	110,577,700			110,577,700	14,522		1,349,230 16	1,349,230 16
Chicago, Great Western	8,844.85	21,315,545	18,960,960	\$21,826,559	62,003,124	73,388		2,851,058 00	5,444,181 00
Chicago, Milwaukee & St. Paul	6,565.50	55,821,900	44,658,400	*4,900	100,480,300	15,332			1,999,715 00
Chicago, Rock Island & Pacific	3,127.79	49,995,100			50,000,000	15,966			
Crystal Railway	3.50	30,000			30,000	8,571			
Current River Railroad	81.86	1,606,000			1,606,000	19,567			
Fort Scott Central	57.05	1,114,800			1,114,800	19,335			
Higginsville Switch Co.	3.62	100,000			100,000				
Joplin & Western	4.39	91,600			91,600	19,955			
Kansas City Belt Railway	3.70	150,000			150,000	17,241			
Kansas City, Clinton & Springfield	102.53	1,775,400			1,775,400	19,317			
Kansas City, Fort Scott & Memphis	755.75	10,249,600	2,750,000		12,999,600	19,300	385,920 00	219,864 00	615,904 00
Kansas City & Northern Connecting	88.86	3,000,000			3,000,000	34,442			
Kansas City Southern	890.06	30,000,000	21,000,000		51,000,000	50,442			
Kansas City Southern of Mo.	30.70	4,707,000			4,707,000	104,200			
Kansas City Suburban Belt Ry.	24.21	1,400,000			1,400,000	19,640			
Mississippi River & Bonne Terre	2,232.49	58,740,200	13,000,000		71,740,200	32,138	36,000 00		36,000 00
Missouri, Kansas & Texas	1,600.60	66,540,735			66,540,735	62,753			
Missouri Pacific	30.00	450,000			450,000	9,744			
Nevada & Minden	32.53	450,000			450,000	13,835			
Omaha, Kansas City & Eastern	33.97	1,438,000			1,438,000	42,037			
Omaha & St. Louis	143.39	2,592,000			2,592,000	18,077			
Omaha & St. Louis	29.04	100,000			100,000	4,537			
Paragould Southeastern	124.00	1,500,000			1,500,000	11,194			
Quincy, Omaha & Kansas City	92.30	515,000			515,000	19,198			
Sedalia, Kansas & Southwestern	92.40	1,000,000			1,000,000	10,822			
Southern Missouri & Arkansas	5.40	993,000			993,000	160,714			
St. Clair, Madison & St. Louis Belt Ry.	251.06	4,800,000	8,827,600		13,527,600	53,882			
St. Joseph & Grand Island	1.02	300,000			300,000	394,117			
St. Joseph Terminal Railroad	103.00	482,000			482,000	4,465			
St. Louis & Hannibal	1,428.86	25,795,710			25,795,710	18,032			
St. Louis Iron Mountain & Southern	7.44	2,930,500			2,930,500	395,094			
St. Louis Merchants' Bdg. Terminal Ry.	1,703.00	29,000,000	21,000,000		50,000,000	29,344			
St. Louis & San Francisco	6.30	400,000			400,000	63,492			
St. Louis Oak Hill & Carondelet	582.70	16,500,000			16,500,000	62,639			
St. Louis Southwestern	6.55	199,800			199,800	31,455			
St. Louis Transfer Ry.	1.35	1,441,200			1,441,200	1,067,558			
Terminal R. R. Ass'n of St. Louis									

CAPITAL STOCK, DEBENTURES, ETC., JUNE 30, 1901—Continued.

Name of Company.	Mileage.	Common stock.	Preferred stock.	Debentures.	Total.	Amount per mille.	Dividends paid.		
							On common stock.	On preferred stock and scrip.	Total.
Wabash.....	1,713.60	\$28,000,000	\$34,000,000	.....	\$62,000,000	\$30,345	.....	.....	.....
Williamsville, Greenville & St. Louis.....	25.00	375,000	.....	.....	375,000	15,000	.....	.....	.....
Rockport, Langdon & Northern.....	5.60	56,000	.....	.....	56,000	9,825	.....	.....	.....
Totals.....	38,578.42	\$656,921,520	\$325,228,940	\$68,331,489	\$1,040,479,999	\$236,978	\$14,754,558 00	\$12,651,212 16	\$27,405,770 16

*Fractional scrip. †Average.

BONDS AND DEBT, JUNE 30, 1901.

Name of Company.	Mileage.....	Mortgage bonds	Income bonds..	Equipment bonds.....	Total bonds....	Miscellaneous obligations..	Current liabilities.....	Total debt....	Interest accrued.....	Interest paid....	Bonded debt per mile of road.....
Archison, Topeka & Santa Fe.....	7,755.28	\$147,057.710	\$51,728.000	.....	\$198,785.710	\$2,500.000	.....	\$198,085,710	\$7,830,810.83	\$5,749,066.74	\$25,432
Chicago & Alton.....	902.27	127,000.000	.....	.....	22,000.000	.....	.....	147,000.000	7,770.000.00	7,378,242.50	24,382
Chicago, Burlington & Quincy.....	7,614.45	128,287.200	.....	.....	128,287.200	18,987.100	.....	147,274.300	7,447,973.66	7,459,978.65	19,332
Chicago Great Western.....	844.85	.....	.....	366.475	366.475	.....	.....	128,641.500	55,788.20	55,788.20	434
Chicago, Milwaukee & St. Paul.....	6,593.50	128,941.500	.....	.....	128,941.500	1,395.000	.....	128,941.500	3,883.035.42	6,513,554.73	19,281
Chicago, Rock Island & Pacific.....	3,127.79	66,716.000	.....	.....	66,716.000	1,395.000	.....	68,061.000	2,831,980.00	2,831,980.00	21,390
Current River R. R.....	81.95	1,603.000	.....	.....	1,603.000	.....	311.054	1,917.054	80,300.00	81,550.00	21,196
Joplin & Western.....	4.59	.....	.....	.....	68.000	.....	.....	68.000	.....	.....	.....
Kansas City Belt Railway.....	8.70	2,050.000	.....	.....	2,050.000	.....	176.055	2,226.055	123,000.00	61,500.00	235,632
Kansas City, Clinton & Springfield.....	162.63	3,250.000	.....	.....	3,250.000	.....	739.454	3,979.454	163,690.00	163,785.00	235,200
Kansas City, Fort Scott & Memphis.....	755.75	17,434.600	.....	1,636.000	19,070.600	.....	.....	19,070.600	1,149,026.20	1,152,105.02	25,235
Kansas City & Northern Connecting.....	85.86	1,851.000	1,388.000	22,888	3,231.888	.....	360.905	3,692.793	192,500.00	37,990	37,990
Kansas City Southern.....	925.08	25,430.000	.....	.....	25,430.000	.....	287.878	25,717.878	762,902.89	752,745.00	24,534
Kansas City Southwestern of Mo.....	20.70	407.000	.....	.....	407.000	.....	.....	407.000	.....	.....	.....
Kansas City Suburban Belt Ry.....	24.21	4,050.000	.....	18,628	4,068.628	.....	862.191	4,930.819	212,500.00	11,340.00	168,055
Mississippi River & Route Terre.....	47.47	500.000	.....	.....	500.000	.....	123.335	4,930.819	212,500.00	50,000.00	10,533
Missouri, Kansas & Texas.....	2,232.62	76,294.000	.....	.....	76,294.000	.....	.....	76,294.000	3,118,015.13	3,090,400.42	34,172
Missouri Pacific.....	1,060.60	30,000.000	.....	.....	30,000.000	24,012.000	.....	54,012.000	3,488,454.15	3,516,604.16	50,926
Missouri Southern.....	36.97	816.000	612.000	413.961	1,841.961	.....	539.515	2,381.476	40,800.00	386.93	54,223
Omaha, Kansas City & Eastern.....	143.39	2,376.000	.....	34.671	2,410.671	.....	819.397	3,230.068	95,040.00	6,000.00	16,812
Omaha & St. Louis.....	22.04	100.000	.....	.....	100.000	1,478.400	16.864	1,116.64	6,000.00	.....	4,537
Paragould Southeastern.....	134.00	250.000	.....	.....	250.000	.....	.....	1,738.400	.....	.....	1,808
Quincy, Omaha & Kansas City.....	42.30	.....	.....	.....	.....	13,224	11.835	11.835	30,025.47	14,912.97	10,965
Sedalia, Warsaw & Southwestern.....	92.40	1,000.000	.....	.....	1,000.000	.....	34.874	1,048.088	30,025.47	28,710.00	136,786
Southern Missouri & Arkansas.....	5.60	766.000	.....	.....	766.000	.....	54.229	766.000	30,320.00	105,965.00	13,941
St. Clair, Madison & St. Louis Belt Ry.....	251.06	3,500.000	.....	.....	3,500.000	.....	.....	3,554.229	105,000.00	17,500.00	343,137
St. Joseph & Grand Island.....	1.02	350.000	.....	.....	350.000	.....	245.985	350.000	17,500.00	18,750.00	6,117
St. Louis & Hannibal.....	103.00	380.000	250.000	.....	630.000	.....	.....	875.985	45,350.00	47,530.00	47,530
St. Louis, Iron Mountain & Southern.....	1,428.86	42,577.882	38,115	.....	42,615.997	23,946.000	1,225.596	66,561.997	3,070,765.38	3,083,867.69	47,530
St. Louis Merchants' Bridge Terminal.....	7.44	3,500.000	.....	.....	3,500.000	.....	.....	4,725.596	175,000.00	2,175,000.00	470,430
St. Louis & San Francisco.....	1,703.91	46,471.125	.....	.....	46,471.125	.....	.....	46,471.125	2,281,903.32	2,273,302.00	27,273
St. Louis, Oak Hill & Carondelet.....	6.30	400.000	.....	.....	400.000	.....	.....	400.000	.....	.....	.....
St. Louis Southwestern.....	582.70	20,000.000	10,000.000	878,779	30,878.779	.....	266.516	30,878.779	1,408,722.62	1,386,582.10	52,992
St. Louis Transfer Ry.....	1.35	11,600.000	.....	.....	11,600.000	.....	.....	11,600.000	545,000.00	545,000.00	8,592,562
Terminal R. of Assn. of St. Louis.....	1,814.80	85,081.000	.....	.....	85,081.000	.....	1,456.590	86,537.590	2,680,271.24	2,880,271.24	46,981
Wabash.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....

BONDS AND DEBT, JUNE 30, 1901.—Continued.

Name of Company.	Mileage.....	Mortgage bonds	Income bonds.	Equipment bonds.....	Total bonds....	Miscellaneous obligations...	Current liabilities.....	Total debt....	Interest accrued.....	Interest paid..	Bonded debt per mile of road.....
Williamsville, Greenville & St. Louis	25 00	\$375,000			\$375,000		\$24,558	\$399,558	\$22,500 00	\$22,500 00	\$15,000
Rockport, Langdon & Northern	5.60	25,000			25,000		2,874	27,874	1,500 00	1,350 00	4,464
	38,553.04	\$374,492.114	\$84,016,115	\$3,371,402	\$841,879,031	\$70,001,724	\$7,552,505	\$1,019,433,860	\$45,191,224.54	\$42,500,018.35	*\$244,300

*Average.

GROSS EARNINGS FROM OPERATION, YEAR ENDING JUNE 30, 1901.

Name of company.	Earnings of passenger department.	Earnings of freight department.	Total earnings of passenger and freight departments.	Other earnings from operation.	Total earnings from operation.	Gross earnings per mile.	Mileage operated.
Atchison, Topeka & Santa Fe.....	\$9,647,991 00	\$25,190,990 01	\$34,838,981 01	\$30,983 85	\$35,349,964 86	\$7,341 46	4,817.54
Chicago & Alton.....	3,050,562 11	3,364,141 15	6,414,703 26	30,649 05	6,445,352 31	9,481 38	3,419.64
Chicago, Burlington & Quincy.....	14,674,539 31	35,141,145 85	49,815,685 16	1,576,571 54	51,392,256 70	9,774 52	7,789.46
Chicago Great Western.....	1,683,835 25	3,312,271 33	4,996,106 58	145,139 55	5,141,246 13	6,419 56	4,419.56
Chicago, Milwaukee & St. Paul.....	10,779,057 25	31,212,271 32	42,000,328 57	145,139 55	42,145,468 12	6,919 27	6,919.27
Chicago, Rock Island & Pacific.....	7,044,815 62	18,266,474 57	25,311,290 19	161,116 48	25,472,406 67	9,519 25	9,319.57
Clyde's Railway.....	32,141 97	6,563 41	38,705 38	1,016 50	39,721 88	5,519 12	3,540
Current River.....		137,570 99	137,570 99	7,387 69	144,958 68	8,161 06	8,161.06
Kansas City.....	98,495 46	179,895 60	278,391 06	118,399 67	396,790 73	37,470 73	5,700
Kansas City, Clinton & Springfield.....	1,290,320 44	247,559 37	1,537,879 81	3,459 34	1,541,339 15	9,104 96	162.63
Kansas City, Fort Scott & Memphis.....	60,380 82	4,467,151 91	4,527,532 73	127,148 13	4,654,680 86	9,044 59	736.07
Kansas City & Northern Connecting.....	792,728 75	3,124,530 84	3,917,259 59	3,904 83	3,921,164 42	5,501 63	90.86
Kansas City Southern.....	82,059 00	447,078 66	529,137 66	552,304 73	1,081,442 39	5,703 29	833.39
Kansas City, Southern Bell.....	3,231,998 83	12,097,617 97	15,329,616 80	40,732 47	15,370,349 27	28,382 07	24.47
Mississippi River & Bonne Terre.....	3,096,943 57	11,720,394 57	14,817,338 14	1,451,883 78	16,269,221 92	6,900 48	2,479.57
Missouri Pacific.....	2,682 53	50,717 44	53,400 00		53,400 00	5,232 16	3,379.76
Missouri Southern.....	145,530 26	355,947 24	501,477 50	43,930 55	545,408 05	1,832 00	39.15
Omaha, Kansas City & Eastern.....	175,637 90	338,232 43	513,870 33	2,708 00	516,578 33	3,364 90	171.00
Paragould Southeastern.....	18,733 68	32,550 37	51,284 05	2,60 00	53,884 05	3,567 67	143.73
Sedalia, Warsaw & Southwestern.....	17,732 77	37,670 33	55,403 10		55,403 10	2,223 65	222.04
Southern Missouri & Arkansas.....	42,553 91	150,717 14	193,271 05	15,092 36	208,363 41	1,308 11	42.36
St. Clair, Madison & St. Louis Belt.....	13,141 03	58,718 69	71,859 72	270 41	72,230 13	2,255 12	92.40
St. Joseph & Grand Island.....	276,252 90	1,076,145 68	1,352,398 58	47,559 24	1,399,954 82	4,484 02	812.21
St. Joseph Terminal.....				37,347 62	37,347 62	36,615 31	1.02
St. Louis & Hannibal.....	57,769 82	96,982 40	154,752 22		154,752 22	1,502 54	103.00
St. Louis Iron Mountain & Southern.....	3,494,968 11	12,113,279 18	15,608,247 29	243,472 96	15,851,720 25	8,640 88	1,900.67
St. Louis Merchants' Bridge Terminal.....	3,199,931 01	12,375,898 29	15,575,829 30	940,878 98	16,516,708 28	59,224 67	83.79
St. Louis & North Arkansas.....	57,123 18	57,475 05	114,598 23	3,575 58	118,174 81	1,669 60	70.78
St. Louis & San Francisco.....	2,905,976 83	7,246,002 55	10,151,979 38	121,717 77	10,273,697 15	5,937 51	1,707.71
St. Louis Southwestern.....	877,402 37	3,301,452 85	4,178,855 22	28,239 46	4,207,094 68	6,897 50	1,637.50
St. Louis Transfer Ry.....		1,298,252 05	1,298,252 05		1,298,252 05	24,173 92	6.35
Terminal Railroad Association of St. Louis.....	439,759 86	11,362,587 75	11,802,347 61	81,058 75	11,883,406 36	681,558 59	7,471.98
Wabash.....	6,161,877 40	90,210 80	6,252,088 20	81,555 53	6,333,643 73	3,801 24	35.00
Williamsville, Greenville & St. Louis.....							
Totals.....	\$71,631,769 16	\$190,983,215 97	\$262,614,985 13	\$6,672,052 83	\$269,287,037 96		40,373.71

EXPENSES OF OPERATION, YEAR ENDING JUNE 30, 1901.

Name of company.	Maintenance of way and structures.....	Maintenance of equipment.....	Conducting transportation.....	General expenses.	Total expenses of operation.....	Expenses of operation per mile of road.....	Per cent. of expense to earnings.....	Mileage operated.
Atchison, Topeka & Santa Fe.....	\$3,397,590 92	\$3,710,910 11	\$9,421,818 08	\$2,862,411 70	\$19,922,790 71	\$4,137 56	56.36	4,817.54
Chicago & Alton.....	1,109,513 59	879,412 59	3,389,313 43	222,105 93	5,600,345 10	6,089 91	64.59	919.94
Chicago, Burlington & Quincy.....	8,920,815 81	6,051,203 13	16,032,478 71	1,467,740 18	32,072,337 33	4,136 68	64.59	7,789.46
Chicago Great Western.....	937,865 02	685,722 61	2,654,175 40	970,866 47	5,228,629 50	5,025 18	62.72	932.01
Chicago, Milwaukee & St. Paul.....	7,960,864 07	4,135,960 74	12,784,187 42	1,962,827 57	26,573,859 80	4,042 48	62.72	6,596.32
Chicago, Rock Island & Pacific.....	4,310,365 27	3,041,365 27	8,006,193 54	1,637,978 03	17,096,066 35	4,531 25	60.69	3,818.57
Crystal Railway.....	2,469 76	2,581 45	6,192 64	2,859 21	11,243 83	321 25	90.69	3.50
Current River.....	36,514 81	26,096 57	45,538 18	11,586 54	110,988 77	1,354 46	62.68	81.95
Kansas City Belt.....	28,968 01	15,616 42	70,933 09	6,153 75	128,904 06	1,829 25	61.49	8.70
Kansas City, Clinton & Springfield.....	77,932 79	30,880 25	101,179 79	192,830 75	216,170 55	5,062 79	63.18	162.63
Kansas City, Fort Scott & Memphis.....	797,475 19	734,022 11	1,993,987 61	10,904 47	3,718,315 66	2,005 92	80.18	756.07
Kansas City & Northern Connecting.....	26,700 02	11,295 67	1,113,629 15	521,449 51	1,629,221 31	4,078 79	71.52	833.39
Kansas City & Southern.....	703,532 07	623,163 86	1,551,055 69	32,468 95	3,309,221 31	10,031 36	62.04	24.21
Kansas City Suburban Belt.....	87,092 07	59,686 01	1,169,257 17	32,393 54	948,501 30	14,304 93	62.04	47.47
Mississippi River & Bonne Terre.....	178,186 62	146,031 27	119,598 42	724,539 18	476,188 85	4,778 81	70.27	2,379.57
Missouri, Kansas & Texas.....	2,815,906 72	1,361,561 35	5,922,296 37	373,120 56	11,087,069 50	3,571 84	68.38	3,379.76
Missouri Pacific.....	2,623,393 31	2,087,451 99	6,453,103 61	1,671 80	11,440,685 55	1,523 39	84.65	29.15
Missouri Southern.....	12,292 55	7,689 38	22,853 02	23,101 97	41,406 85	2,439 41	72.50	171.00
Omaha, Kansas City & Eastern.....	124,521 15	52,501 10	217,014 67	20,345 81	488,426 44	3,398 21	94.73	143.73
Omaha & St. Louis.....	98,903 35	74,141 32	295,035 16	4,889 22	34,288 57	1,490 81	86.40	22.04
Paragond Southeastern.....	13,280 24	2,632 98	13,486 13					
Sedalia, Warsaw & Southwestern.....	35,887 01	16,871 32	52,770 84	16,279 91	121,609 06	1,316 12	58.36	92.40
Southern Missouri & Arkansas.....	147,633 03	82,977 62	336,548 95	235,092 85	904,832 45	2,577 92	57.49	212.21
St. Joseph Terminal.....	32,897 48	18,659 76	54,968 97	10,009 97	116,536 18	1,131 41	75.30	103.00
St. Louis & Hannibal.....	1,532,310 61	1,516,744 52	5,689,350 14	338,549 01	9,077,554 28	57,12 12	57.12	1,900.67
St. Louis, Iron Mountain & Southern.....	63,352 77	37,891 39	246,686 98	51,597 00	399,607 14	28,978 04	48.93	13.79
St. Louis Merchants' Bridge Terminal.....	22,860 53	11,946 12	31,819 87	5,297 10	75,623 62	2,673 36	62.25	70.78
St. Louis & North Arkansas.....	1,317,489 32	837,089 59	2,929,075 59	716,499 72	5,920,104 22	3,466 69	58.19	1,907.71
St. Louis & San Francisco.....	417,952 34	863,483 09	1,373,733 79	266,365 02	2,411,534 24	3,963 33	57.31	6,957.50
St. Louis Southern.....	8,651 43	14,223 48	43,989 71	10,898 91	97,861 51	15,411 26	61.35	6.35
St. Louis Transfer.....	93,698 44	74,729 39	108,431 18	138,360 96	210,221 65	31,886 75	31.86	3,367.10
Terminal Railroad Association of St. Louis.....	2,968,857 87	2,765,857 87	6,650,916 35	899,432 70	12,915,095 56	6,471 80	62.97	25.00
Wabash.....	13,118 81	19,299 02	24,496 29	1,063 70	95,517 92	2,393 85		
Williamsville, Greenville & St. Louis.....								
Totals.....	\$41,062,536 23	\$29,539,465 91	\$87,870,756 94	\$13,992,995 01	\$171,296,733 09			40,227.59

GROSS EARNINGS OF PASSENGER DEPARTMENTS, YEAR ENDING JUNE 30, 1901.

Name of company.	Revenue derived from passengers.....	Revenue derived from mails.....	Revenue derived from express companies.....	Revenue derived from extra baggage and storage.....	Revenue derived from other items passenger department.....	Total revenue passenger department.....	Mileage operated	Passenger earnings per mile operated.....
Atchison, Topeka & Santa Fe.....	\$7,337,185 45	\$823,568 41	\$1,236,439 53	\$105,808 11	\$44,959 50	\$9,647,961 00	4,817.54	\$2,003.69
Chicago & Alton.....	2,573,175 15	1,241,125 23	190,500 00	37,437 82	4,103 55	3,060,342 11	918.64	3,316.89
Chicago, Burlington & Quincy.....	11,533,207 71	1,397,644 75	910,821 82	230,373 70	102,231 33	14,074,359 31	7,738.46	1,892.70
Chicago Great Western.....	1,332,980 39	111,501 62	90,132 97	20,658 51	98,489 86	1,653,823 25	932.01	1,779.24
Chicago, Milwaukee & St. Paul.....	7,930,215 76	1,417,167 36	758,417 68	178,048 84	486,757 14	10,779,606 78	6,596.32	1,639.82
Chicago, Rock Island & Pacific.....	6,407,014 97	652,988 09	441,359 50	144,494 80	.....	7,644,957 36	3,818.57	2,028.57
Crystal Railway.....	686 14	129 39	.....	.....	.....	815 53	3.50	233.01
Current River Railroad.....	25,660 33	5,041 64	958 85	481 15	.....	32,141 97	81.95	392.21
Kansas City, Clinton & Springfield.....	75,225 06	15,331 64	6,318 00	1,613 96	.....	98,488 66	162.63	605.60
Kansas City, Ft. Scott & Memphis.....	1,088,800 68	121,344 86	83,727 17	16,648 77	.....	1,290,521 48	756.07	1,723.08
Kansas City & Northern Connecting.....	51,256 43	4,781 89	4,343 00	.....	.....	60,380 82	80.86	1,754.84
Kansas City Southern.....	624,234 80	.....	90,891 62	77,602 34	.....	792,728 76	833.39	951.20
Kansas City Suburban Belt.....	53,874 00	.....	254 26	.....	.....	54,128 26	24.21	3,493.84
Mississippi River & Bonne Terre.....	2,658,244 56	.....	3,847 25	449 25	368 00	3,231,896 83	2,479.57	1,426.88
Missouri, Kansas & Texas.....	2,953,147 90	703,864 50	251,587 34	.....	.....	3,908,943 57	3,379.76	1,194.66
Missouri Pacific.....	1,403 18	1,251 24	.....	.....	31 16	2,685 58	29.15	92.12
Missouri Southern.....	112,910 78	22,698 88	10,020 60	.....	.....	145,590 26	171.00	851.06
Omaha, Kansas City & Eastern.....	133,765 20	33,268 23	8,604 42	.....	.....	176,637 90	143.73	1,221.99
Omaha & St. Louis.....	14,222 80	3,545 53	3,545 53	.....	.....	18,753 68	22.04	815.37
Paragould Southeastern.....	13,950 59	2,969 24	792 94	.....	.....	17,732 77	42.30	419.21
Sedalia, Warsaw & Southwestern.....	33,847 15	4,340 76	4,376 00	.....	.....	42,563 91	92.40	460.64
Southern Missouri & Arkansas.....	13,023 28	1,117 75	.....	.....	.....	13,141 03	2.80	4,693.22
St. Clair, Madison & St. Louis Belt.....	216,171 42	32,690 15	20,783 77	6,707 56	.....	278,252 90	312.21	884.84
St. Joseph Grand Island.....	46,397 91	7,201 91	4,200 00	.....	.....	57,799 82	130.00	560.67
St. Louis & Hannibal.....	189,111 23	475,132 21	390,781 76	.....	.....	3,434,988 11	1,909.67	1,969.67
St. Louis Mountain & Southern.....	45,742 89	3,134 91	8,684 87	.....	.....	57,123 18	13.78	14,498.25
St. Louis Merchants' Bridge Terminal.....	2,143,323 06	276,718 29	1,982 20	1,284 50	6,096 78	2,865,978 93	1,707.71	2,011.37
St. Louis & North Arkansas.....	714,135 03	95,663 07	338,939 45	39,324 68	7,651 47	877,402 37	627.50	1,438.36
St. Louis & San Francisco.....	342,040 20	50,000 00	60,890 35	6,714 92	.....	439,759 86	3.51	125,387.10
St. Louis Southwestern.....	4,982,694 25	639,175 32	386,774 43	83,844 69	46,388 71	6,161,877 40	2,367.10	2,610.63
Terminal Railroad Association of St. Louis.....	4,967 25	722 91	.....	.....	.....	4,830 17	23.00	1,192.80
Washington.....	.....	.....	.....	.....	.....	.....	.....	.....
Williamsville, Greenville & St. Louis.....	.....	.....	.....	.....	.....	.....	.....	.....
Totals.....	\$50,159,981 30	\$3,066,550 36	\$5,632,598 14	\$951,493 58	\$801,147 78	\$71,631,769 16	40,357.64	\$1,774.86

*Average.

GROSS EARNINGS FREIGHT DEPARTMENTS, YEAR ENDING JUNE 30, 1901, (AS REPORTED).

Name of company.	Revenue derived from transportation of freight.....	Revenue derived from stock yards.....	Revenue derived from elevators.	Revenue derived from other sources.....	Total revenue freight department.....	Mileage operated.....	Freight revenue per mile of road operated.....
Atchison, Topeka & Santa Fe.....	\$25,054,414 97	\$25,148 20	.....	\$101,308 84	\$25,180,960 01	4,817 54	\$5,320 59
Chicago & Alton.....	5,954,141 15	.....	.....	.....	5,954,141 15	910 64	6,474 43
Chicago, Burlington & Quincy.....	33,376,309 40	24,846 55	.....	.....	33,401,155 95	7,739 46	4,308 09
Chicago & Great Western.....	5,312,771 33	.....	.....	.....	5,312,771 33	6,932 01	5,715 87
Chicago, Milwaukee & St. Paul.....	31,357,982 49	40,947 99	\$45,338 64	.....	31,444,270 12	6,596 32	4,783 87
Chicago, Rock Island & Pacific.....	18,269,471 57	.....	.....	.....	18,269,471 57	3,818 97	4,842 97
Crystal Railway.....	6,563 41	.....	.....	.....	6,563 41	3 50	1,875 26
Current River.....	137,570 99	.....	.....	.....	137,570 99	81 95	1,678 74
Kansas City Belt.....	172,895 68	.....	.....	.....	172,895 68	8 70	19,873 06
Kansas City, Clinton & Springfield.....	247,599 37	.....	.....	.....	247,599 37	162 63	1,522 47
Kansas City, Fort Scott & Memphis.....	4,497,150 51	.....	.....	.....	4,497,150 51	756 07	6,147 42
Kansas City & Northern Connecting.....	138,751 99	.....	.....	.....	138,751 99	60 86	1,715 95
Kansas City Southern.....	3,924,530 84	.....	.....	.....	3,924,530 84	833 39	4,709 11
Kansas City Suburban Belt.....	553,530 46	.....	.....	.....	553,530 46	24 21	23,893 29
Mississippi River & Bonne Terre.....	443,983 66	.....	.....	.....	443,983 66	47 47	9,418 13
Missouri Pacific.....	12,097,617 97	.....	.....	3,085 00	12,097,617 97	2,479 57	5,341 11
Missouri Southern.....	11,729,394 57	.....	.....	.....	11,729,394 57	3,379 76	1,736 87
Missouri Southern.....	50,717 44	.....	.....	.....	50,717 44	29 15	2,287 00
Omaha, Kansas City & Eastern.....	385,947 24	.....	.....	.....	385,947 24	171 00	2,353 18
Omaha & St. Louis.....	338,222 43	.....	.....	.....	338,222 43	143 73	1,415 23
Paragonid Southeastern.....	32,550 37	.....	.....	.....	32,550 37	22 04	1,415 23
Sedalia, Warsaw & Southwestern.....	37,600 33	.....	.....	.....	37,600 33	42 30	1,888 90
Southern Missouri & Arkansas.....	150,717 14	.....	.....	.....	150,717 14	92 40	1,631 14
St. Clair, Madison & St. Louis Belt.....	58,718 69	.....	.....	.....	58,718 69	312 21	20,970 96
St. Joseph & Grand Island.....	1,076,145 68	.....	.....	.....	1,076,145 68	103 00	3,446 86
St. Louis & Hannibal.....	95,629 08	.....	.....	1,303 41	96,932 49	1,900 67	928 03
St. Louis, Iron Mountain & Southern.....	12,113,279 18	.....	.....	.....	12,113,279 18	1,13 79	27,258 75
St. Louis Merchants' Bridge Terminal.....	375,898 29	.....	.....	.....	375,898 29	1,707 71	2,023 80
St. Louis & North Arkansas.....	46,743 41	.....	.....	10,732 54	57,475 95	70 78	4,243 11
St. Louis & San Francisco.....	7,243,721 05	2,281 50	.....	.....	7,246,002 55	1,627 50	5,412 22
St. Louis Southwestern.....	3,301,452 85	.....	.....	.....	3,301,452 85	3 51	344,231 35
Terminal Railroad Association of St. Louis.....	1,208,252 06	.....	.....	.....	1,208,252 06	2,367 10	4,828 73
Wabash.....	11,158,966 24	.....	.....	233,621 51	11,392,587 75	25 00	3,608 43
Williamsville, Greenville & St. Louis.....	90,210 80	.....	.....	.....	90,210 80	40,306 34	\$4,744 78
Totals.....	\$191,039,452 62	\$93,224 24	\$45,338 64	\$350,209 30	\$191,528,224 80	40,306 34	\$4,744 78
*Average.							

PASSENGER TRAFFIC DETAILS, YEAR ENDING JUNE 30, 1901, (AS REPORTED).

Name of Company.	Number of passengers carried and earning revenue...	Passengers carried one mile.....	Average distance traveled per passenger—miles.....	Average amount paid by each passenger.....	Average rate per passenger per mile—cents.....	Mileage of passenger trains.....	Average earnings per passenger train—mile.....	Passenger earnings per mile of road operated.....	Total revenue derived from passengers.....
Atchafson, Topeka & Santa Fe.....	3,636,240	326,177,943	89.95	\$2.023	2.249	6,922,969	\$1.155	\$2,003.69	\$7,337,185.45
Chicago & Alton.....	2,353,228	132,887,945	56.47	1.093	1.636	2,741,126	1.113	3,316.89	2,573,175.11
Chicago, Burlington & Quincy.....	13,011,915	533,558,612	41.00	.892	2.182	13,630,559	1.007	1,892.70	11,332,980.30
Chicago Great Western.....	8,319,227	66,032,117	44.22	.892	2.010	2,191,819	1.754	1,779.24	7,939,215.78
Chicago, Milwaukee & St. Paul.....	8,319,227	341,643,582	41.07	.854	2.003	9,635,637	1.001	1,028.57	6,407,014.97
Chicago, Rock Island & Pacific.....	7,633,726	305,826,849	40.06	.839	2.005	6,966,489	1.018	2,233.01	26,141.48
Crystal Railway.....	7,633,726	15,867	3.00	.129	4.324	9,128	.089	392.21	75,225.06
Current River.....	31,470	838,290	26.64	.830	3.118	972	.623	605.60	1,723,800.88
Kansas City, Clinton & Springfield.....	109,804	3,402,292	31.04	.686	2.211	157,960	.624	605.60	51,256.43
Kansas City, Fort Scott & Memphis.....	1,064,850	47,088,591	43.40	.957	2.206	1,302,139	.881	1,754.84	624,234.80
Kansas City & Northern Connecting.....	1,70,887	2,237,675	31.56	.723	2.270	72,620	.505	961.20	53,874.00
Kansas City Southern.....	620,845	26,292,363	42.35	1.005	2.374	1,002,412	.738	1,307.33	2,933,147.90
Mississippi River & Boone Terre.....	136,627	1,584,461	11.60	.394	3.400	105,154	.500	1,104.66	112,910.78
Missouri River & Boone Terre.....	2,071,021	117,367,561	56.66	1.263	2.265	3,434,436	.941	1,231.99	133,765.20
Missouri, Kansas & Texas.....	3,052,431	141,857,437	46.47	.961	2.068	3,895,886	.847	1,815.37	14,222.80
Missouri Pacific.....	2,159	49,657	23.00	.650	2.826	154,507	.074	851.05	13,950.09
Missouri Southern.....	181,904	4,015,363	22.09	.621	2.812	214,998	.585	419.21	33,847.42
Omaha, Kansas City & Eastern.....	162,129	4,776,632	29.46	.821	2.800	20,980	.812	560.87	2,569,074.14
Omaha & St. Louis.....	36,397	370,741	10.00	.391	3.084	20,980	.846	2,011.38	45,742.89
Paragould Southeastern.....	15,157	390,113	23.76	.920	3.674	4,542	.677	1,643.12	714,135.03
Sedalia, Warsaw & Southwestern.....	60,995	990,001	16.46	.558	3.418	119,782	.355	460.64	216,171.42
Southern Missouri & Arkansas.....	293,861	8,978,822	30.57	.736	2.408	281,421	.599	1,869.67	4,982,694.25
St. Joseph & Grand Island.....	67,867	180,100	2.66	.685	8.574	3,064,659	1.049	2,610.63	4,097.25
St. Louis & Hannibal.....	1,894,463	106,902,586	56.38	1.356	2.405	3,132	1.405	2,011.38	\$31,378.75
St. Louis, Iron Mountain & Southern.....	108,090	1,457,293	13.00	.423	3.132	32,067	1.405	2,011.38	2,143,323.06
St. Louis Merchants' Bridge Terminal.....	2,218,717	101,964,785	45.96	.966	2.102	2,722,606	.995	1,438.36	7,714,135.03
St. Louis & North Arkansas.....	659,662	30,916,865	46.87	1.083	2.310	774,715	1.068	2,610.63	4,982,694.25
St. Louis Southwestern.....	4,943,016	294,288,214	53.46	1.010	1.885	7,237,313	.851	2,610.63	4,097.25
Terminal R. R. Association of St. Louis.....	8,194	264,288,214	12.50	.500	1.000	7,237,313	.851	2,610.63	4,097.25
Wabash.....	54,273,500	2,572,080,365	*47.40	*\$1.025	*2.163	.....	.....	*\$1,378.75	\$35,616,095.64
Williamsville, Greenville & St. Louis.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Totals.....	54,273,500	2,572,080,365	*47.40	*\$1.025	*2.163	.....	.....	*\$1,378.75	\$35,616,095.64

Mileage operated 40,315 miles. *Averages.

FREIGHT TRAFFIC DETAILS, YEAR

Name of company.	Number of tons of freight hauled and earning revenue.	Tons hauled on e mile.....	Average distance hauled per ton—miles.....	Average amount received per ton....	Average rate per ton per mile—cents
Atchison, Topeka & Santa Fe	8,925,492	2,672,741,798	299.45	\$2.810	.....
Chicago & Alton.....	4,635,120	823,069,718	177.57	1.284	.723
Chicago, Burlington & Quincy.....	2,976,479	3,871,337,916	190.00	1.121	.862
Chicago Great Western.....	2,651,054	833,799,170	314.52	2.030	.637
Chicago, Milwaukee & St. Paul.....	18,010,083	3,639,977,919	202.10	1.741	.861
Chicago, Rock Island & Pacific.....	7,877,173	1,827,473,847	232.00	2.319	1.000
Crystal Railway.....	18,054	54,162	3.00	.364	12.118
Current River.....	198,085	10,422,284	52.62	.695	1.224
Kansas City Belt.....	.....	.....	.....	.....	.....
Kansas City, Clinton & Springfield.....	295,703	28,725,043	97.14	.804	.862
Kansas City, Fort Scott & Memphis.....	4,359,792	645,148,707	145.68	1.032	.698
Kansas City & Northern Connecting.....	177,614	12,576,362	70.82	.782	1.103
Kansas City Southern.....	1,848,028	571,433,288	309.24	2.124	.687
Mississippi River & Bonne Terre.....	962,641	27,923,203	29.01	.461	1.590
Missouri, Kansas & Texas.....	4,884,976	1,304,092,564	267.08	2.476	.927
Missouri Pacific.....	7,234,531	1,359,226,690	186.59	1.610	.663
Missouri Southern.....	54,321	1,249,383	23.00	.934	4.059
Omaha, Kansas City & Eastern.....	425,545	37,316,518	87.07	.901	1.034
Omaha & St. Louis.....	477,836	56,650,075	118.55	.710	.597
Paragould Southeastern.....	40,867	417,896	10.00	.796	7.793
Sedalia, Warsaw & Southwestern.....	27,225	799,357	29.38	1.381	4.704
Southern Missouri & Arkansas.....	157,494	7,087,661	45.00	.978	2.174
St. Joseph & Grand Island.....	677,211	79,371,981	117.20	1.589	1.356
St. Louis & Hannibal.....	77,667	3,433,316	44.28	1.231	2.776
St. Louis, Iron Mountain & Southern.....	6,448,762	1,547,624,522	239.99	1.878	.783
St. Louis Merchants' Bridge Terminal.....	1,623,477	.....	.....	.282	.....
St. Louis & North Arkansas.....	20,380	307,941	15.84	2.294	.....
St. Louis & San Francisco.....	3,500,313	685,464,932	195.83	2.070	1.057
St. Louis & Southwestern.....	1,698,592	326,010,290	191.93	1.943	1.013
Terminal Railroad Ass'n of St. Louis.....	4,425,863	.....	.....	.273	.....
Wabash.....	8,354,949	1,978,952,453	236.86	1.336	.564
Williamsville, Greenville & St. Louis.....	193,928	4,848,200	25.00	.465	1.085
Totals.....	93,309,855	22,358,186,986	*239.60	*\$2.031	*.847

Mileage operated, 40,339 miles.

*Averages.

ENDING JUNE 30, 1901 (As Reported).

Earnings per freight train—mile.....	Freight revenue per mile of road operated.....	Total revenue derived from operation of freight department.....	Revenue derived from transportation of freight....	Mileage of freight trains.....	Average load per car—tons.....	Average train loads—tons.....	Average number of empty cars in freight trains....	Average number of loaded cars in freight trains....	Average number of freight cars in freight trains....
\$2.24	\$5.229 59	\$25,180,960 01	\$25,054,414 97	9,814,555	13.01	237.72	7.32	18.27	28.59
2.08	4,474 43	5,954,141 15	5,954,141 15	2,859,947	16.92	287.80	8.20	17.01	36.53
1.73	4,306 09	83,401,155 95	33,376,309 40	18,397,431	12.50	200.43	6.97	16.03	32.00
1.99	5,715 16	5,312,771 33	5,312,771 33	2,093,964	14.59	312.99	5.30	22.19	38.74
2.00	4,783 37	81,444,279 12	31,357,902 49	14,541,938	12.94	232.29	7.15	17.95	25.10
1.84	4,842 97	18,269,471 57	18,269,471 57	9,321,747	12.12	185.04	5.42	15.27	26.69
5.99	1,875 28	6,563 41	6,563 41	1,095	26.00	50.00	2.00	2.00	3.00
1.30	1,078 74	137,570 99	137,570 99	55,085	15.54	98.67	3.08	6.35	9.43
.....	19,873 06	172,895 66	172,895 66	.....	.....	.....	.....	.....	.....
1.39	1,522 47	247,099 37	247,099 37	178,248	13.61	161.15	2.00	12.00	14.00
1.63	6,147 42	4,497,150 51	4,497,150 51	2,626,708	15.19	234.13	6.08	15.42	21.50
1.23	1,715 95	138,751 99	138,751 99	65,751	17.44	111.80	2.83	6.41	9.24
2.07	4,709 11	3,924,530 84	3,924,530 84	1,886,530	18.51	301.04	6.08	16.26	22.33
5.90	9,418 13	447,078 66	443,963 66	75,715	33.18	368.79	2.98	8.53	11.51
1.97	5,341 11	12,097,617 97	12,097,617 97	6,147,779	13.15	212.20	7.27	16.14	23.41
1.90	3,584 78	11,729,394 57	11,729,394 57	5,437,983	14.74	220.69	5.11	14.97	20.08
1.39	1,739 88	50,717 44	50,717 44	210,281	4.26	85.00	.....	20.00	20.00
1.27	2,257 00	385,947 24	385,947 24	210,281	17.19	122.49	4.06	7.16	11.22
1.10	2,353 18	338,322 43	338,322 43	306,624	19.56	184.75	5.10	9.24	14.55
2.58	1,415 23	32,550 37	32,550 37	.....	7.06	33.12	2.00	2.00	4.00
1.22	888 90	37,000 33	37,000 33	26,208	5.81	26.00	2.17	4.47	6.64
2.52	1,631 14	150,717 14	150,717 14	59,000	15.62	250.00	5.05	7.25	12.30
2.20	3,446 86	1,076,145 68	1,076,145 68	308,489	13.37	162.45	5.24	12.15	17.39
.....	95,629 08	.....	.....	.....	.....	.....	.....	.....	.....
2.25	6,593 27	12,113,379 18	12,113,379 18	5,163,156	14.71	268.02	5.27	19.58	24.85
.....	27,358 76	375,898 29	375,898 29	.....	.....	.....	.....	.....	.....
2.55	2,023 80	57,475 95	46,743 41	3,572,138	13.61	186.77	6.72	13.73	20.45
1.97	4,243 11	7,243,721 05	7,243,721 05	1,123,417	14.56	278.61	6.52	19.07	25.59
2.82	5,412 22	3,301,452 85	3,301,452 85	.....	.....	.....	.....	.....	.....
.....	344,331 36	1,208,352 06	1,208,352 06	6,981,266	15.29	293.47	7.62	18.53	26.35
1.63	4,826 75	11,392,587 75	11,158,966 24	.....	.....	.....	.....	.....	.....
.....	3,658 43	90,310 80	90,310 80	.....	.....	.....	.....	.....	.....
.....	.....	\$190,714,505 24	\$190,427,213 47	.....	*15.02	*192.90	*4.91	*12.99	*17.81

CONSOLIDATED INCOME ACCOUNT,

Name of Company.	Gross earnings from operation	Expenses.....	Net revenue from operation.....	Deficits from op- eration.....
Atchison, Topeka & Santa Fe.....	\$35,349,804 66	\$19,922,730 71	\$15,427,073 95	
Chicago & Alton.....	9,041,332 31	5,600,345 10	3,440,987 21	
Chicago, Burlington & Quincy.....	49,655,066 63	32,072,237 33	17,582,829 30	
Chicago Great Western.....	6,985,784 14	5,228,629 50	1,757,154 64	
Chicago, Milwaukee & St. Paul.....	42,369,012 65	26,573,859 80	15,795,152 85	
Chicago, Rock Island & Pacific.....	28,075,574 31	17,096,066 33	8,979,507 98	
Crystal Railway.....	12,397 44	11,243 85	1,153 59	
Current River.....	177,000 65	110,988 74	66,101 91	
Kansas City Belt.....	291,195 33	126,904 06	164,291 27	
Kansas City, Clinton & Springfield.....	351,583 72	216,176 55	135,407 17	
Kansas City, Fort Scott & Memphis.....	5,884,996 33	3,718,315 66	2,166,680 67	
Kansas City & Northern Connecting.....	202,280 94	162,199 31	40,081 63	
Kansas City Southern.....	4,753,066 43	3,399,221 71	1,353,844 72	
Kansas City Suburban Belt.....	561,722 22	348,501 30	213,220 92	
Mississippi River & Bonne Terre.....	549,890 12	476,188 85	73,701 27	
Missouri, Kansas & Texas.....	15,403,083 11	10,824,013 62	4,579,069 49	
Missouri Pacific.....	17,090,191 92	11,687,089 50	5,403,122 42	
Missouri Southern.....	53,403 02	44,406 85	8,996 17	
Omaha, Kansas City & Eastern.....	575,398 35	417,139 09	158,259 26	
Omaha & St. Louis.....	516,656 33	488,725 44	28,230 89	
Paragould & Southeastern.....	51,346 05	34,288 57	17,057 48	
Rockport, Langdon & Northern.....	6,876 54	5,488 93	1,387 61	
Sedalia, Warsaw & Southwestern.....	55,353 10	56,303 70		\$970 60
Southern Missouri & Arkansas.....	208,373 41	121,609 08	86,764 33	
St. Clair, Madison & St. Louis Belt.....	72,230 13	44,356 89	27,873 24	
St. Joseph & Grand Island.....	1,399,954 82	804,852 45	595,102 37	
St. Joseph Terminal.....	37,347 62	89,462 62		52,115 20
St. Louis & Hannibal.....	154,762 31	116,536 18	38,226 13	
St. Louis, Iron Mountain & Southern.....	15,891,740 25	9,077,254 28	6,814,485 97	
St. Louis Merchants' Bridge Terminal.....	816,708 28	399,607 14	417,101 14	
St. Louis & North Arkansas.....	118,174 71	75,923 62	42,251 09	
St. Louis & San Francisco.....	10,173,697 25	5,920,104 22	4,253,593 03	
St. Louis Southwestern.....	4,207,184 68	2,411,534 24	1,795,650 44	
St. Louis Transfer Ry.....	153,504 42	97,861 51	55,642 91	
Terminal R. R. Ass'n. of St. Louis.....	2,316,070 67	737,877 99	1,578,192 68	
Wabash.....	17,636,120 68	12,915,095 56	4,721,025 12	
Williamsville, Greenville & St. Louis.....	95,030 97	53,517 92	36,513 05	
Totals.....	\$239,293,896 50	\$171,491,248 40	\$97,855,733 90	\$53,085 80

YEAR ENDING JUNE 30, 1901.

Taxes paid.....	Rentals paid.....	Interest on other items accrued.	Interest on funded debt accrued.....	Deficits.....	Total income.....	Income from sources other than operation
\$1,279,433 83	\$3,023,033 62		\$7,630,810 83		\$21,615,077 12	\$6,188,003 17
330,427 00	327,892 82		770,000 00		4,972,368 40	1,531,381 19
1,616,550 75			7,447,973 68		18,040,537 51	457,708 21
212,645 89		\$154,876 27	55,788 20		1,763,428 80	6,274 16
1,403,643 52			6,383,035 42		15,969,835 52	174,682 67
948,188 87	473,961 92		2,931,980 00		9,660,649 73	681,141 75
348 55					1,153 59	
5,945 76			80,300 00		66,723 04	621 16
12,756 06		392 94	123,000 00		164,291 27	
17,825 01			163,680 00		136,351 36	944 19
195,812 74		3,275 50	1,149,626 20		2,584,716 40	418,085 73
13,764 64			92,550 00		40,081 63	
114,000 00			762,902 89		1,354,367 89	583 17
36,966 23		169 67	212,500 00		213,220 92	
5,839 17		8,111 86	30,000 00		74,522 30	821 03
310,133 17	329,141 90	60,000 00	3,118,015 13		4,617,206 38	38,136 89
664,001 97	91,300 00		3,488,454 15		7,792,267 47	2,389,145 05
964 95		6,000 00			8,996 17	
21,442 92	50,741 76		40,800 00		158,259 26	
18,638 51			95,040 00		28,230 89	
1,497 91			6,000 00		17,151 98	94 50
2,254 93			1,500 00		1,387 61	
5,877 17				\$970 60		
7,080 44			30,025 47		87,424 33	660 00
			30,320 00		27,873 24	
82,487 80	6,802 20		105,000 00		595,102 37	
4,348 65			17,500 00	52,115 20		
6,143 93			45,350 00		38,226 13	
314,213 29	286,195 00		3,120,376 70		7,763,411 24	953,925 27
43,786 39	120,000 00		175,000 00		417,101 14	
2,727 86					42,251 09	
273,103 81			2,281,803 32		4,364,763 16	111,170 13
89,616 14	16,950 00		1,380,000 00		2,246,899 67	451,249 23
9,666 90		13,387 03			55,642 91	
104,583 93	686,900 00	42,753 69	545,000 00		1,823,329 51	247,136 83
605,215 14	694,532 88		2,890,271 24		4,983,206 06	262,180 94
1,328 47		2,600 05	22,500 00		36,513 05	
\$9,763,862 30	\$6,087,249 10	\$291,567 01	\$45,427,083 21	\$53,085 80	\$111,769,569 17	\$13,913,835 27

CONSOLIDATED INCOME ACCOUNT, YEAR ENDING JUNE 30, 1901.

Name of company.	Permanent im- provements....	All other pay- ments from in- come.....	Total deductions from income....	Net incomes	Deficits	Dividends paid on common stock	Dividends paid on preferred stock.....	Other payments from net in- come.....
Atchison, Topeka & Santa Fe.....		\$30,303 38	\$9,140,548 04	\$12,474,829 08		\$1,529,332 50	\$5,708,690 00	
Chicago & Alton.....			4,129,071 23	848,907 78			781,760 00	
Chicago, Burlington & Quincy.....		488,600 00	9,823,911 23	8,138,929 28		6,452,557 50		
Chicago Great Western.....			7,729,678 96	1,340,152 34		2,589,122 00	548,820 00	
Chicago, Milwaukee & St. Paul.....			4,354,136 79	5,305,518 71		1,996,715 00	2,851,638 00	
Chicago, Rock Island & Pacific.....				50,634 01				
Crystal River.....			96,245 76		\$19,522 72			
Curent River.....			136,149 00	28,142 27				
Kansas City Belt.....			181,485 01	45,133 65				
Kansas City, Clinton & Springfield.....			1,734,217 81	850,498 58		395,920 00	219,864 00	
Kansas City, Fort Scott & Memphis.....		385,503 37	1,064,810 89	448,865 00	66,729 26			\$4,179 58
Kansas City & Northern Connecting.....		28,000 00	905,502 89					
Kansas City Southern.....		5,408 03	293,854 93					
Kansas City Suburban Belt.....	\$2,811 00		43,951 03	30,571 27		36,000 00		
Mississippi River & Bonne Terre.....			3,817,290 20	799,916 18				
Missouri Pacific.....		136,554 20	4,380,310 32	3,411,957 15				
Missouri Southern.....			6,984 95	42,921 63				142,021 93
Omaha, Kansas City & Eastern.....		2,352 95	115,337 63	205,673 50				
Omaha & St. Louis.....	115,106 18	5,119 70	233,904 39	9,235 73				
Paragon Railroad.....		358 93	7,856 25					
Rockford, Langdon & Northwestern.....			1,500 00	109 39				
Sedalia, Warsaw & Northwestern.....			2,254 93	3,225 53				
Southern Missouri & Arkansas.....			35,972 44	51,521 69				
St. Clair, Madison & St. Louis Belt.....			37,400 44	9,527 20				
St. Joseph & Grand Island.....	528 12		194,818 12	400,284 25			274,880 00	
St. Joseph Terminal.....			21,484 65	73,763 85				
St. Louis & Hannibal.....			51,493 93	13,297 80				
St. Louis, Iron Mountain & Southern.....	733,154 84		3,314,471 41	1,547,242 50				
St. Louis Merchants' Bridge Terminal.....	4,896 43		4,453,939 85	55,761 76				
St. Louis & North Arkansas.....		17,654 56	361,339 38	39,523 23				
St. Louis & San Francisco.....			2,735,463 89	1,629,299 27		200,000 00	400,000 00	
St. Louis & Southwestern.....	180,556 76		1,717,882 85	539,016 82				
St. Louis Transfer Railway.....	230,133 78	1,192 93	1,35,675 73	19,967 18				
Terminal Railroad Association of St. Louis.....	58,606 30	12,621 80	1,417,543 92	467,465 59				
Wabash.....		700,253 82	4,890,070 08	93,135 98				
Williamsville, Greenville & St. Louis.....			26,428 52	10,084 53				
Totals.....	\$1,331,795 41	\$1,814,409 33	\$63,715,966 36			\$15,734,500 66	\$10,804,882 00	\$146,291 51

CONSOLIDATED INCOME ACCOUNTS, YEAR ENDING JUNE 30, 1901.

Name of company.	Total payment from net in- come.....	Surplus June 30, 1901.....	Deficits June 30, 1901.....	Surplus June 30, 1900.....	Deficits June 30, 1900.....	Additions for year.....	Deduction for year.....	Surplus for entry on balance sheet June 30, 1901.....	Deficit for entry on balance sheet June 30, 1901.....
Atchison, Topeka & Santa Fe.....	\$7,238,022 50	\$5,235,506 58	89,100 30	\$9,994,619 58	7,231 90	\$320,642 00	\$2,148,385 75	\$13,082,740 41	.....
Chicago & Alton.....	781,760 00	67,147 78	205,673 50	75,281 01	121,246 44	.....	.....	463,070 76	.....
Chicago, Burlington & Quincy.....	6,652,557 50	1,506,982 78	3,225 53	15,722,391 55	574,443 54	.....	.....	17,229,354 33	.....
Chicago Great Western.....	1,343,230 16	.....	109 39	143,733 60	259,257 15	.....	.....	134,075 88	.....
Chicago, Milwaukee & St. Paul.....	5,444,181 00	14,887,233 66	50,634 01	89,107 72	51,705 04	29,918 17	1,504 55	17,625,223 24	.....
Chicago, Rock Island & Pacific.....	1,998,715 00	3,306,804 74	5,428 73	4,858,492 86	643,450 82	.....	24,660 31	8,165,296 80	.....
Crystal Railway.....	.....	.....	19,522 72	14,121 13	.....	.....	.....	14,925 87	.....
Current River.....	.....	28,142 27	45,133 65	145,401 57	701,112 85	.....	8,639 69	164,904 15	\$314,127 34
Kansas City Belt.....	.....	.....	70,908 84	388,237 51	259,257 15	.....	.....	623,832 10	746,246 50
Kansas City, Clinton & Springfield.....	615,904 00	234,594 59	.....	.....	51,705 04	.....	.....	.....	331,670 54
Kansas City, Fort Scott & Memphis.....	.....	448,865 00	50,634 01	.....	643,450 82	.....	.....	426,978 13	728,744 64
Kansas City & Northern Connecting.....	.....	.....	5,428 73	.....	.....	.....	.....	129,068 86	.....
Kansas City Southern.....	36,000 00	799,916 18	.....	134,497 29	.....	.....	.....	2,385,141 85	.....
Mississippi River & Bonne Terre.....	.....	3,411,957 15	.....	1,785,225 67	.....	.....	.....	4,057,577 42	.....
Missouri, Kansas & Texas.....	.....	2,031 22	.....	645,620 27	.....	.....	.....	.....	.....
Missouri Pacific.....	142,021 93	.....	89,100 30	.....	7,231 90	.....	.....	.....	.....
Omaha, Kansas City & Eastern.....	.....	9,235 73	205,673 50	35,381 57	121,246 44	.....	.....	.....	5,290 68
Omaha & St. Louis.....	.....	.....	3,225 53	.....	574,443 54	.....	.....	.....	233,716 54
Paragould Southeastern.....	.....	.....	109 39	.....	3,750 00	.....	.....	.....	582,290 14
Rockport, Langdon & Northern.....	.....	51,521 69	.....	.....	12,679 25	3,969 26	.....	42,812 77	.....
Sedalia, Warsaw & Southwestern.....	.....	.....	9,527 20	.....	.....	.....	51,521 69	.....	3,859 39
Southern, Missouri & Arkansas.....	.....	125,404 25	73,983 85	.....	.....	11,362 92	.....	.....	11,835 53
St. Clair, Madison & St. Louis Belt.....	274,800 00	.....	13,267 80	89,879 41	.....	.....	73,983 85	226,646 36	.....
St. Joseph & Grand Island.....	.....	.....	.....	.....	216,454 42	.....	.....	.....	.....
St. Joseph Terminal.....	.....	1,767,228 01	.....	4,310,434 48	1,106,515 61	593 32	.....	6,077,663 39	229,722 22
St. Louis & Hannibal.....	1,547,242 50	17,721 71	.....	.....	.....	.....	.....	.....	1,051,345 17
St. Louis, Iron Mountain & Southern.....	.....	1,029,296 27	.....	978,098 71	.....	.....	.....	57,248 94	.....
St. Louis Merchants' Bridge Terminal.....	30,523 23	.....	.....	3,695,745 78	.....	.....	.....	1,910,693 87	.....
St. Louis & North Arkansas.....	600,000 00	329,018 59	.....	8,695,745 78	.....	789,420 73	64,727 11	3,504,283 76	.....
St. Louis & San Francisco.....	.....	10,947 18	.....	20,963 46	.....	.....	1,506,920 57	40,820 74	.....
St. Louis Southwestern.....	.....	407,493 49	.....	1,001,288 89	.....	136 68	.....	1,408,837 77	.....
St. Louis Transfer.....	.....	93,133 98	.....	377,849 24	.....	.....	67,977 36	493,000 86	.....
Terminal R. R. Association of St. Louis.....	.....	10,084 53	.....	8,872 08	.....	.....	.....	18,956 61	.....
Wash.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Williamsville, Greenville & St. Louis.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Totals.....	\$26,685,694 17	.....	.....	.....	.....	.....	.....	\$78,409,514 72	\$4,246,818 69

ASSETS AND LIABILITIES

AND

COMPARATIVE BALANCE SHEETS, JUNE 30, 1901.

ATCHISON, TOPEKA & SANTA FE RAILWAY CO.

Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities:	
Cash.....	\$8,963,864 27
Bills receivable.....	14,419 40
Due from agents.....	285,894 51
Due from solvent companies and individuals.....	4,083,834 01
Total.....	\$13,358,012 19
Current liabilities accrued to and including June 30, 1901:	
Audited vouchers and accounts.....	\$1,677,541 49
Wages and salaries.....	1,040,208 56
Net traffic balances due to other companies.....	181,973 22
Matured interest coupons unpaid (including coupons due July 1).....	192,005 00
Balance—Cash assets.....	10,266,283 92
Total.....	\$13,358,012 19
Materials and supplies on hand.....	\$1,156,830 81

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total June 30, 1901.	Year ending June 30, 1901	
			Increase.	Decrease.
\$400,663,159 28	{ Cost of road.....	\$411,650,564 65	\$10,987,405 39	.....
33,670 00	{ Cost of equipment.....	63,660 00	29,990 00	.....
3,045,245 88	Stocks owned.....	3,170,282 77	125,016 89	.....
17,286,470 00	Bonds owned.....	17,286,470 00	.....	.....
6,624,651 96	Capital stock preferred in special trust	7,890,875 52	1,366,223 56	.....
287,669 88	Improvements, auxiliary companies...	189,669 88	.....	\$78,000 00
10,197,391 10	New York Security & Trust Co. trustee	13,358,012 19	3,160,621 09	.....
1,337,810 82	Cash and current assets.....	1,156,830 81	.....	180,980 01
9,330 62	Other assets:	10,057 93	727 31	.....
	Materials and supplies.....			
	Sundries.....			
\$439,365,399 50	Grand totals.....	\$454,776,403 73	\$15,411,004 23	.....
	Liabilities.			
\$233,486,000 00	Capital stock.....	\$233,486,000 00	.....	.....
188,238,710 00	Funded debt.....	199,035,710 00	\$10,797,000 00	.....
3,139,464 09	Current liabilities.....	3,091,728 27	.....	\$47,735 82
3,372,040 00	Accrued interest on funded debt not yet payable.....	3,040,305 00	.....	331,735 00
266,521 01	Unascertained liabilities accrued prior to Jan. 1, 1896—estimated.....	285,598 96	.....	922 05
599,529 42	Accrued taxes not yet due.....	637,014 00	37,484 58	.....
257,233 38	Rolling stock—replacement fund.....	509,097 04	251,793 66	.....
11,282 02	Rail renewal fund.....	131,523 63	120,241 61	.....
	Special betterment fund.....	1,239,309 18	1,239,369 19	.....
	Fuel reserve fund.....	257,447 24	257,447 24	.....
9,994,619 58	Profit and loss.....	13,082,740 41	3,088,120 83	.....
\$439,365,399 50	Grand totals.....	\$454,776,403 73	\$15,411,004 23	.....

CHICAGO & ALTON RAILWAY COMPANY.

Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities:	
Cash.....	\$1 144,108 48
Due from agents.....	124,044 20
Due from solvent companies and individuals.....	4,824,961 20
Total.....	<u>\$6,093,111 88</u>
Current liabilities accrued to and including June 30, 1901:	
Audited vouchers and accounts.....	\$1,347,117 35
Wages and salaries.....	344,796 89
Net traffic balances due to other companies.....	131,054 51
Dividends not called for.....	391,282 00
Matured interest coupons unpaid (including coupons due July 1).....	388,027 50
Miscellaneous.....	263,913 33
Balance—cash assets.....	3,224,920 30
Total.....	<u>\$6,093,111 88</u>
Materials and supplies on hand.....	\$292,737 55

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total June 30, 1901.	Year ending June 30, 1901.	
			Increase.	Decrease.
\$61,134,013 85	Property and investment account.....	\$61,138,823 02	\$4,809 17	
.....	Springfield-Peoria betterments.....	9,988 66	9,988 66	
2,929,854 85	Cash and current assets.....	6,093,111 88	3,163,257 03	
895,811 19	Materials and supplies.....	292,737 55		\$603,073 64
<u>\$64,959,679 89</u>	Grand totals.....	<u>\$67,534,661 11</u>	<u>\$2,574,961 22</u>	
	Liabilities.			
\$39,086,800 00	Capital stock.....	\$39,086,800 00		
22,000,000 00	Funded debt.....	22,000,000 00		
2,158,875 24	Current liabilities.....	2,866,191 58	\$707,316 34	
1,638,723 64	C. & A. R. R. Co., property account....	3,118,568 74	1,479,875 10	
75,281 01	Profit and loss.....	463,070 79	387,789 78	
<u>\$64,959,679 89</u>	Grand totals.....	<u>\$67,534,661 11</u>	<u>\$2,574,961 22</u>	

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.

Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities:		
Cash.....	\$4,533,953 24	
Bills receivable.....	524,181 34	
Due from agents.....	7,787 79	
Net traffic balances due from other companies.....	4,122,156 25	
Other cash assets, (excluding "materials and supplies").....	45,868 46	
Total.....	\$9,233,946 06	
Current liabilities accrued to and including June 30, 1901:		
Audited vouchers and accounts.....	\$3,430,267 29	
Wages and salaries.....	1,053,952 25	
Net traffic balances due to other companies.....	421,769 49	
Dividends not called for.....	3,442 15	
Matured interest coupons unpaid (including coupons due July 1).....	2,090,155 50	
Miscellaneous.....	79,666 23	
Balance—cash assets.....	2,154,693 12	
Total.....	\$9,233,946 06	
Materials and supplies on hand.....	\$3,943,268 82	

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total June 30, 1901.	Year ending June 30, 1901	
			Increase.	Decrease.
\$233,602,754 81	{ Cost of road..... {	\$288,289,112 17	\$54,686,357 36	
25,456,310 13	{ Cost of equipment..... {	1,692,782 75		\$23,763,527 38
10,916,751 60	Stocks owned.....	1,476,020 87		9,440,730 73
3,386,386 41	Bonds owned.....	5,784,186 03	2,397,779 62	
306,001 81	Other permanent investments.....	506,175 67		
6,321,860 39	Lands owned.....	9,233,946 06	2,912,085 69	
3,476,611 39	Cash and current assets.....			
13,153,392 37	Other assets:			
	Materials and supplies.....	3,943,268 82	466,657 43	
	Sinking fund.....	13,938,789 09	785,396 72	
\$296,620,068 91	Grand totals.....	\$324,664,261 48	\$28,044,192 57	
	Liabilities.			
\$98,447,500 00	Capital stock.....	\$110,577,700 00	\$12,130,200 00	
135,899,100 00	Funded debt.....	147,204,800 00	11,305,200 00	
5,646,447 42	Current liabilities.....	7,079,252 96	1,432,805 54	
141,777 67	Accrued interest on funded debt not yet payable.....	12,004 99		\$129,772 68
10,000,000 00	Renewal fund.....	10,000,000 00		
1,487,933 49	Current account balance.....	1,827,116 06	339,182 57	
20,375,366 13	Sinking funds.....	21,599,245 25	1,223,879 12	
15,864,169 22	Income account.....	17,229,354 33	1,365,185 11	
9,041,330 32	Profit and loss.....	9,159,297 87	117,967 55	
\$296,620,068 91	Grand totals.....	\$324,664,261 48	\$28,044,192 57	

As reported.

CHICAGO GREAT WESTERN RAILWAY COMPANY.

Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities:	
Cash.....	\$395,487 62
Bills receivable.....	1,100 00
Due from agents.....	196,420 24
Due from solvent companies and individuals.....	394,607 66
Net traffic balances due from other companies.....	72,575 25
Balance—current liabilities.....	327,447 49
Total.....	\$1,387,638 26
Current liabilities accrued to and including June 30, 1901:	
Audited vouchers and accounts.....	\$951,848 62
Wages and salaries.....	292,966 15
Net traffic balances due to other companies.....	55,761 44
Miscellaneous.....	87,041 55
Total.....	\$1,387,637 76
Materials and supplies on hand.....	\$768,118 94

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total June 30, 1901.	Year ending June 30, 1901.	
			Increase.	Decrease.
\$56,467,015 30	Cost of road.....	\$58,200,531 20	\$1,733,515 90	.....
2,799,019 49	Cost of equipment.....	5,702,483 80	2,903,464 31	.....
683,387 24	Stocks owned.....	800,739 24	117,352 00	.....
9,000 00	Bonds owned.....	10,000 00	1,000 00	.....
2,401,872 80	Leased rolling stock.....	491,978 00	.....	\$1,909,894 80
1,258,043 49	Cash and current assets.....	1,060,190 77	.....	197,852 72
	Other asset:			
708,636 94	Materials and supplies.....	768,118 94	59,482 00	.....
\$64,326,975 26	Grand totals.....	\$67,034,041 95	\$2,707,066 67	.....
	Liabilities.			
\$56,850,167 99	Capital stock.....	\$62,003,124 00	\$5,152,956 01	.....
1,309,632 63	Funded debt.....	366,475 81	.....	\$943,146 82
1,465,548 76	Current liabilities.....	1,387,638 26	.....	77,910 50
.....	Interest due on 4 per cent deb. stock			
.....	July 15, 1901.....	436,438 00	436,438 00	.....
.....	Dividend due on 5 per cent pref. stock			
.....	A. Sept. 31, 1901.....	284,310 00	284,310 00	.....
2,750 14	Mileage tickets outstanding.....	3,470 98	720 84	.....
969,696 96	Sterling loan due 1901.....	484 84	.....	969,212 12
484,848 46	“ “ 1902.....	484,848 46	.....	.....
1,124,242 42	“ “ 1903.....	1,124,242 42	.....	.....
1,358,333 30	“ “ 1904.....	808,333 30	.....	550,000 00
333,632 00	Interest due on 4 per cent deb stock, due			
.....	July 15, 1901.....	.....	.....	333,632 00
284,349 00	Dividend due on 5 per cent pref. A			
.....	stock, due July 31, 1900.....	.....	.....	284,349 00
143,783 60	Profits and loss.....	134,675 88	.....	9,107 72
\$64,326,975 26	Grand totals.....	\$67,034,041 95	\$2,707,066 69	.....

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY CO.

Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities:	
Cash on deposit and on hand.....	\$13,518,176 07
Due from agents and conductors.....	712,912 24
Due from solvent companies and individuals.....	385,548 91
United States government.....	357,362 73
Deferred payments for common stock.....	2,206,650 00
Total.....	\$17,190,649 95
Current liabilities accrued to and including June 30, 1901:	
Audited vouchers and accounts.....	\$1,152,471 31
Wages and salaries.....	1,755,648 47
Net traffic balances due to other companies.....	280,159 49
Dividends not called for.....	68,085 58
Matured interest coupons unpaid (including coupons due July 1).....	2,918,888 61
Miscellaneous.....	447,463 56
Balance—cash assets.....	10,568,932 93
Total.....	\$17,190,649 95
Materials and supplies on hand.....	\$3,217,291 29

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total June 30, 1901.	Year ending June 30, 1901.	
			Increase.	Decrease.
\$218,302,680 50	{ Cost of road..... }	\$224,288,832 69	\$5,896,152 19	.....
358,040 75	{ Cost of equipment..... }	2,095,853 25	1,737,812 50	.....
9,162,802 50	Stocks owned.....	4,962,350 00	.....	\$4,200,452 50
6,210,827 85	Bonds owned.....	17,190,649 95	10,979,822 10	.....
3,494,897 95	Cash and current assets.....	.....	.....	.....
573,183 91	Other assets:	.....	.....	.....
3,177,093 94	Materials and supplies.....	3,217,291 29	.....	277,606 66
10,000 00	Sinking funds—trustees.....	633,184 51	60,000 60	.....
2,295,254 91	Due from trustees.....	3,412,483 06	235,389 12	.....
.....	Insurance department.....	10,000 00	.....	.....
.....	Cash expended from earnings for con- struction of new lines for real estate.....	.....	.....	2,295,254 91
\$243,584,782 31	Grand totals.....	\$255,810,644 75	\$12,225,862 44	.....
Liabilities.				
\$87,601,500 00	Capital stock.....	\$100,480,200 00	\$12,878,700 00	.....
131,147,000 00	Funded debt.....	126,941,500 00	.....	\$4,205,500 00
6,151,048 93	Current liabilities.....	6,621,717 02	470,668 09	.....
30,790 00	Accrued interest on funded debt not yet payable, exclusive of coupons due July 1, 1900 and 1901.....	30,790 00	.....	.....
595,823 91	Sinking funds.....	635,284 51	39,460 60	.....
110,502 50	Rolling stock replacement fund.....	62,850 00	.....	47,652 50
3,060,863 31	Renewal and improvement fund.....	3,412,073 98	351,210 67	.....
14,887,253 66	Profit and loss.....	17,626,229 24	2,738,975 58	.....
\$243,584,782 31	Grand totals.....	\$255,810,644 75	\$12,225,862 44	.....

CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY COMPANY.

Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities:	
Cash.....	\$137,081 80
Bills receivable.....	164,026 29
Due from agents.....	898,233 71
Due from solvent companies and individuals.....	629,806 44
Balance—current liabilities.....	386,940 32
Total.....	\$2,216,088 56
Current liabilities accrued to and including June 30, 1901:	
Loans and bills payable.....	\$764,918 95
Audited vouchers and accounts.....	1,106,246 02
Wages and salaries.....	66,691 48
Net traffic balances due to other companies.....	278,232 11
Total.....	\$2,216,088 56
Materials and supplies on hand.....	\$2,376,269 86

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total June 30, 1901.	Year ending June 30, 1901.	
			Increase.	Decrease.
\$93,018,371 74	Cost of road.....	\$95,566,268 32	\$2,567,896 98	
15,782,233 73	Cost of equipment.....	16,329,327 01	547,093 28	
3,116,917 46	Stocks owned.....	4,062,487 98	935,570 52	
4,231,868 73	Bonds owned.....	5,739,060 65	1,507,191 92	
3,447,216 49	Loans and investments.....	2,325,752 73		\$1,121,463 76
1,956,961 43	Advances to C., R. I. & T. Ry.....	1,956,961 43		
	Advances to C., R. I. & M. Ry.....	155,497 39	155,497 39	
	Advances to C., R. I. & E. P. Ry.....	209,500 00	209,500 00	
2,747,590 46	Cash and current assets.....	1,829,148 24		918,442 22
	Other assets:			
1,823,015 49	Materials and supplies.....	2,376,269 86	553,253 87	
\$126,124,175 13	Grand total.....	\$130,560,273 11	\$4,436,097 98	
	Liabilities.			
\$50,000,000 00	Capital stock.....	\$50,000,000 00		
67,081,000 00	Funded debt.....	68,081,000 00	\$1,000,000 00	
1,588,835 77	Current liabilities.....	2,216,088 56	629,222 79	
2,597,816 50	Addition and improvement account.....	2,097,887 75		\$499,928 75
4,858,492 86	Profit and loss.....	8,165,296 80	3,306,803 94	
\$126,124,175 13	Grand total.....	\$130,560,273 11	\$4,436,097 98	

CRYSTAL RAILWAY COMPANY.

Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities:	
Pittsburg Plate Glass Co.....	\$14,925 87
Total.....	\$14,925 87
Current liabilities accrued to and including June 30, 1901:	
Balance—cash assets.....	\$14,925 87
Total.....	\$14,925 87

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total June 30, 1901.	Year ending June 30, 1901.	
			Increase.	Decrease.
\$22,428 23	Cost of road.....	\$22,428 23		
7,571 77	Cost of equipment.....	7,571 77		
14,121 13	Cash and current assets.....	14,925 87	\$804 74	
\$44,121 13	Grand totals.....	\$44,925 87	\$804 74	
	Liabilities.			
\$30,000 00	Capital stock.....	\$30,000 00		
14,121 13	Profit and loss.....	14,925 87	\$804 74	
\$44,121 13	Grand totals.....	\$44,925 87	\$804 74	

CURRENT RIVER RAILROAD COMPANY.

Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities:	
Cash.....	\$20,513 01
Due from agents.....	3,338 50
Net traffic balances due from other companies.....	26,257 65
Balance—current liabilities.....	311,054 57
Total.....	\$361,163 73
Current liabilities accrued to and including June 30, 1901:	
Loans and bills payable.....	\$329,000 00
Audited vouchers and accounts.....	3,792 74
Wages and salaries.....	3,796 41
Net traffic balances due to other companies.....	20,529 24
Matured interest coupons unpaid (including coupons due July 1).....	250 00
Miscellaneous.....	3,795 34
Total.....	\$361,163 73
Materials and supplies on hand.....	\$1,940 43

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total June 30, 1901.	Year ending June 30, 1901.	
			Increase.	Decrease.
\$3,046,801 80	Cost of road.....	\$3,053,266 91	\$6,465 11	
175,720 60	Cost of equipment.....	173,794 89		\$1,925 71
45,947 52	Cash and current assets.....	50,109 16	4,161 64	
	Other assets:			
1,635 20	Materials and supplies.....	1,940 43	305 23	
294,604 62	Profit and loss.....	314,127 34	19,522 72	
\$3,564,709 74	Grand totals.....	\$3,593,238 73	28,528 99	
	Liabilities.			
\$1,606,000 00	Capital stock.....	\$1,606,000 00		
1,606,000 00	Funded debt.....	1,606,000 00		
332,634 74	Current liabilities.....	361,163 73	\$28,528 99	
20,075 00	Accrued interest on funded debt not yet payable.....	20,075 00		
\$3,564,709 74	Grand totals.....	\$3,593,238 73	\$28,528 99	

KANSAS CITY BELT RAILWAY CO.

Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities:		
Cash.....		\$12,202 04
Bills receivable.....		1,783 13
Due from agents.....		62,047 81
Net traffic balances due from other companies.....		69,411 31
Balance—current liabilities.....		176,055 63
Total.....		<u>\$321,499 92</u>
Current liabilities accrued to and including June 30, 1901:		
Loans and bills payable.....		\$225,000 00
Audited vouchers and accounts.....		16,532 73
Wages and salaries.....		9,145 15
Net traffic balances due to other companies.....		2,865 52
Matured interest coupons unpaid (including coupons due July 1).....		62,130 00
Miscellaneous (accrued taxes).....		5,828 52
Total.....		<u>\$321,499 92</u>
Materials and supplies on hand.....		<u>\$19,444 42</u>

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total June 30, 1901.	Yearended June 30, 1901.	
			Increase.	Decrease.
\$2,181,454 33	Cost of road.....	\$2,428,804 94	\$247,350 61	
80,935 68	Cost of equipment.....	80,935 68		
493 25	Other permanent investments.....	11,774 74	11,281 49	
117,218 90	Cash and current assets.....	145,444 29	28,225 39	
22,014 68	Other assets:			
15,830 61	Materials and supplies.....	19,444 42		\$2,570 26
	Sundries (McKenna contract).....	16,318 77	488 16	
<u>\$2,417,947 45</u>	Grand totals.....	<u>\$2,702,722 84</u>	<u>\$284,775 39</u>	
	Liabilities.			
\$100,000 00	Capital stock.....	\$150,000 00	\$50,000 00	
2,050,000 00	Funded debt.....	2,050,000 00		
112,545 88	Current liabilities.....	321,499 92	208,954 04	
10,000 00	McKenna contract, suspense account.....	16,318 77	6,318 77	
145,401 57	Profit and loss.....	104,904 15	19,502 58	
<u>\$2,417,947 45</u>	Grand totals.....	<u>\$2,702,722 84</u>	<u>\$284,775 39</u>	

KANSAS CITY, CLINTON AND SPRINGFIELD RAILWAY COMPANY.

Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities:	
Cash.....	\$32,262 79
Bills receivable.....	5,000 00
Due from agents.....	5,598 89
Due from solvent companies and individuals.....	6,857 48
Net traffic balances due from other companies.....	14,028 86
Balance—current liabilities.....	720,454 53
Total.....	\$794,102 60
Current liabilities accrued to and including June 30, 1901:	
Loans and bills payable.....	\$785,000 00
Audited vouchers and accounts.....	9,785 92
Wages and salaries.....	9,142 23
Matured interest coupons unpaid (including coupons due July 1).....	1,077 50
Miscellaneous.....	9,006 95
Total.....	\$794,102 60
Materials and supplies on hand.....	\$14,452 29

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total June 30, 1901.	Year ending June 30, 1901.	
			Increase.	Decrease.
\$1,800,154 67	Cost of road.....	\$1,798,576 37		\$1,578 30
240,816 66	Cost of equipment.....	230,494 42		4,322 24
54,956 70	Cash and current assets.....	64,048 02	\$9,691 32	
5,932 95	Other assets:			
701,112 85	Materials and supplies.....	14,452 29	8,619 34	
	Profit and loss.....	746,246 50	45,193 65	
\$5,802,873 83	Grand totals.....	\$5,860,417 60	\$57,543 77	
	Liabilities.			
\$1,775,400 00	Capital stock.....	\$1,775,400 00		
3,250,000 00	Funded debt.....	3,250,000 00		
794,558 83	Current liabilities.....	794,102 60	\$57,543 77	
40,915 00	Accrued interest on funded debt not yet payable.....	40,915 00		
\$5,802,873 83	Grand totals.....	\$5,860,417 60	\$57,543 77	

KANSAS CITY, FORT SCOTT & MEMPHIS RAILROAD COMPANY.

Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities:	
Cash.....	\$441,318 58
Bills receivable.....	50,000 00
Due from agents.....	184,310 45
Due from solvent companies and individuals.....	15,586 38
Net traffic balances due from other companies.....	544,107 12
Total.....	<u>\$1,235,522 53</u>
Current liabilities accrued to and including June 30, 1901:	
Loans and bills payable.....	\$161,000 00
Audited vouchers and accounts.....	288,377 70
Wages and salaries.....	219,800 08
Dividends not called for.....	172 00
Matured interest coupons unpaid (including coupons due July 1).....	22,301 50
Miscellaneous.....	131,671 23
Balance—cash assets.....	412,000 02
Total.....	<u>\$1,235,522 53</u>
Materials and supplies on hand.....	\$427,506 20

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total June 30, 1901.	Year ending June 30, 1901.	
			Increase.	Decrease.
\$25,642,890 48	Cost of road.....	\$25,971,800 44	\$328,909 96	
5,193,435 89	Cost of equipment.....	5,744,079 08	550,643 19	
209,561 76	Stocks owned.....	334,478 42	124,916 66	
	Other permanent investment.....	362,665 86	362,665 86	
1,138,326 16	Cash and current assets.....	1,235,522 53	96,996 37	
	Other assets:			
186,554 51	Equipment trusts.....	206,987 45	20,432 94	
395,002 32	Materials and supplies.....	427,506 20	32,503 88	
480,914 46	Sinking fund.....	545,092 04	64,177 58	
<u>\$33,216,685 58</u>	Grand totals.....	<u>\$34,827,932 02</u>	<u>\$1,561,246 44</u>	
	Liabilities.			
\$12,747,000 00	Capital stock.....	\$12,999,600 00	\$252,600 00	
18,432,900 00	Funded debt.....	19,136,110 00	703,210 00	
744,274 46	Current liabilities.....	823,322 51	79,048 05	
212,524 16	Accrued interest on funded debt not yet payable.....	218,834 16	6,310 00	
720,749 45	Amounts represented by equipment trusts and sinking funds, per contract, to be credited to construction and equipment accounts when the sinking fund applies to reduce bonded debt.....	888,833 58	168,084 13	
	Improvement funds.....	137,399 67	137,399 67	
240,839 62	Profit and loss.....	623,832 10	234,504 59	
<u>\$32,644,899 74</u>	Grand totals.....	<u>\$34,827,932 02</u>	<u>\$1,561,246 44</u>	

As reported.

KANSAS CITY AND NORTHERN CONNECTING RAILROAD COMPANY.

Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities:	
Due from agents.....	\$8,614 73
Due from solvent companies and individuals.....	47,284 78
Net traffic balances due from other companies.....	43,591 75
Balance—current liabilities.....	360,905 08
Total.....	\$458,396 34
Current liabilities accrued to and including June 30, 1901:	
Audited vouchers and accounts.....	\$73,594 61
Wages and salaries.....	313 15
Matured interest coupons unpaid (including coupons due July 1).....	231,530 00
Miscellaneous.....	152,938 58
Total.....	\$458,396 34
Material and supplies on hand.....	\$3,860 14

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total June 30, 1901.	Year ending June 30, 1901.	
			Increase.	Decrease.
\$6,246,285 27	Cost of road.....	\$6,243,138 71		\$3,126 56
30,235 69	Cost of equipment.....	30,235 69		
92,992 53	Cash and current assets.....	97,491 26	\$4,498 73	
	Other assets:			
22,888 44	Equipment trusts.....	22,888 44		
5,133 79	Material and supplies.....	3,860 14		1,273 65
259,257 15	Profit and loss.....	331,670 54	72,413 39	
\$6,656,772 87	Grand totals.....	\$6,729,284 78	\$72,511 91	
	Liabilities.			
\$3,000,000 00	Capital stock.....	\$3,000,000 00		
3,261,888 44	Funded debt.....	3,239,000 00		\$22,888 44
394,884 43	Current liabilities.....	458,396 34	\$63,511 91	
	Receiver certificates.....	9,000 00	9,000 00	
	Equipment contracts.....	22,888 44	22,888 44	
\$6,656,772 87	Grand totals.....	\$6,729,284 78	\$72,511 91	

KANSAS CITY SOUTHERN RAILWAY COMPANY.

Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities:		
Cash.....	\$255,417 99	
Due from agents.....	13,250 50	
Due from solvent companies and individuals.....	143,853 21	
Net traffic balances due from other companies.....	199,140 60	
Due from reorganization committee.....	195,115 24	
Balance—current liabilities.....	287,878 13	
Total.....	\$1,094,655 67	
Current liabilities accrued to and including June 30, 1901:		
Loans and bills payable.....	\$581,742 61	
Audited vouchers and accounts.....	202,851 19	
Wages and salaries.....	202,230 35	
Matured interest coupons unpaid (including coupons due July 1).....	10,157 90	
Miscellaneous.....	42,167 65	
Unpaid taxes.....	55,695 97	
Total.....	\$1,094,655 67	
Materials and supplies on hand.....	\$402,968 53	

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total June 30, 1901.	Year ending June 30, 1901.	
			Increase.	Decrease.
	{ Cost of road..... }	\$61,492,182 10		
	{ Cost of equipment..... }			
	Stocks owned.....	5,900,147 00		
	Bonds owned.....	7,888,725 79		
	Equipment contracts K. O. P. & G.....	1,095,723 04		
	Port Arthur Channel & Dock Co.....	289,581 83		
	Kansas City Suburban Belt R. R. Co.....	46,250 00		
	Reorganization committee, security account.....	2,833,728 00		
	First mortgage bonds in reserve.....	3,302,500 00		
	Other assets:			
	Materials and supplies.....	402,968 53		
	Grand total.....	\$83,751,806 29		
	Liabilities.			
	Capital stock.....	\$51,000,000 00		
	Funded debt.....	26,197,500 00		
	Current liabilities.....	287,878 13		
	Accrued interest on funded debt not yet payable.....	190,725 72		
	First mortgage bonds (not issued).....	3,302,500 00		
	Obligations of K. O., P. & G. R. R. Co. and its receivers, viz:			
	Equipment trust obligations.....	1,095,723 04		
	Receiver certificates.....	700,000 00		
	Miscellaneous net liabilities.....	50,501 27		
	Profit and loss.....	426,978 13		
	Grand total.....	\$83,751,806 29		

KANSAS CITY SUBURBAN BELT RAILROAD COMPANY.

Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities:	
Bills receivable.....	\$21,878 04
Due from agents.....	107 21
Due from solvent companies and individuals.....	151,278 45
Balance—current liabilities.....	862,191 65
Total.....	\$1,035,455 35
Current liabilities accrued to and including Sept. 6, 1900:	
Loans and bills payable.....	\$577,829 21
Audited vouchers and accounts.....	21,195 60
Wages and salaries.....	80 17
Matured interest coupons unpaid (including coupons due July 1).....	359,305 00
Miscellaneous.....	77,045 37
Total.....	\$1,035,455 35

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total Sept. 6, 1900.	July 1, 1900, to Sept. 6, 1900.	
			Increase.	Decrease.
\$8,317,989 08	{ Cost of road..... }	\$8,333,531 14	\$15,542 06	.....
154,688 57	{ Cost of equipment..... }	153,588 57	.....	\$1,100 00
268,200 00	Stocks owned.....	268,200 00	.....	.....
276,701 68	Bonds owned.....	173,263 70	.....	103,437 98
30,437 15	Cash and current assets.....	18,627 95	.....	11,809 20
46,179 34	Other assets:	30,508 81	30,508 81	46,179 34
22,087 69	Equipment trusts.....	1,111 73	619 11	22,087 69
107,130 13	Materials and supplies.....	12,288 19	41 15	3,419 08
492 62	Receivers K. O. S. B. R. R.	872,793 81	229,343 49	.....
12,247 04	The K. C. So. Ry. Co. ....	.....	.....	.....
643,450 32	K. O. P. & G. R. R. Co. ....	.....	.....	.....
	Receivers K. C. P. & G. R. R. Co. ....	.....	.....	.....
	Profit and loss.....	.....	.....	.....
	Income.....	.....	.....	.....
\$9,879,603 62	Grand totals.....	\$9,967,624 95	\$88,021 33	.....
	Liabilities.			
\$4,750,000 00	Capital stock.....	\$4,750,000 00	.....	.....
4,080,437 15	Funded debt.....	4,068,627 95	.....	\$11,809 20
946,878 17	Current liabilities.....	1,035,455 35	88,577 18	.....
67,291 65	Accrued interest on funded debt not yet payable.....	67,291 65	.....	.....
34,996 65	The K. C. So. Ry. Co.	46,250 00	46,250 00	.....
	K. O. P. & G. reorganization committee.....	.....	.....	34,996 65
\$9,879,603 62	Grand totals.....	\$9,967,624 95	\$88,021 33	.....

RECEIVERS OF KANSAS CITY SUBURBAN BELT RAILROAD COMPANY.

For the period September 7, 1900, to June 30, 1901, inclusive.

Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities:	
Cash	\$99,438 39
Due from agents	2,882 92
Due from solvent companies and individuals	137,189 34
Other cash assets. (excluding "materials and supplies")	936 82
Total	\$240,457 47
Current liabilities accrued to and including June 30, 1901:	
Audited vouchers and accounts	\$52,528 56
Wages and salaries	16,534 25
Net traffic balances due to other companies	1,387 55
Unpaid taxes	12,079 88
Balance—cash assets	157,927 23
Total	\$240,457 47
Materials and supplies on hand	26,630 75

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total June 30, 1901.	Year ending June 30, 1901.	
			Increase.	Decrease.
.....	Cash and current assets	\$240,457 47	.....	.....
.....	Other assets:			
.....	Materials and supplies	26,630 75	.....	.....
	Grand total	\$267,088 22		
	Liabilities.			
.....	Current liabilities	\$82,530 24		
.....	Kansas City Suburban Belt R. R. Co. ..	30,508 81		
.....	Profit and loss	154,049 17		
	Grand total	\$267,088 22		

MISSISSIPPI RIVER & BONNE TERRE RAILWAY COMPANY.

Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities:	
Cash.....	\$28,246 17
Due from agents.....	16,666 17
Due from solvent companies and individuals.....	98,035 72
Balance—current liabilities.....	126,335 37
Total.....	\$269,283 43
Current liabilities accrued to and including June 30, 1901:	
Loans and bills payable.....	\$146,237 90
Audited vouchers and accounts.....	110,924 43
Wages and salaries.....	2,128 10
Net traffic balances due to other companies.....	9,993 00
Total.....	\$269,283 43
Materials and supplies on hand.....	\$40,682 59

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total June 30, 1901.	Year ending June 30, 1901.	
			Increase.	Decrease.
\$978,693 20	Cost of road.....	\$1,029,199 83	\$50,506 63	.....
136,992 87	Cost of equipment.....	136,992 87	.....	.....
32,644 84	Stocks owned.....	32,644 84	.....	.....
184,512 52	Cash and current assets.....	142,948 06	.....	\$11,564 46
	Other assets:			
55,835 77	Materials and supplies.....	40,682 59	.....	15,153 18
120,290 45	Sundries.....	115,883 80	.....	4,406 65
\$1,508,969 65	Grand totals.....	\$1,498,351 99	.....	\$10,617 66
	Liabilities.			
600,000 00	Capital stock.....	\$600,000 00	.....	.....
500,000 00	Funded debt.....	500,000 00	.....	.....
254,472 36	Current liabilities.....	269,283 43	14,811 07	.....
20,000 00	Accrued interest on funded debt not yet payable.....	.....	.....	\$20,000 00
134,497 29	Profit and loss.....	129,068 56	.....	5,428 73
\$1,508,969 65	Grand totals.....	\$1,498,351 99	.....	\$10,617 66

MISSOURI, KANSAS & TEXAS RAILWAY COMPANY.

Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities:		
Cash		\$1,275,384 34
Bills receivable.....		
Due from agents.....		
Due from solvent companies and individuals.....		874,678 70
Net traffic balances due from other companies.....		
Other cash assets (excluding "materials and supplies").....		
Total.....		\$2,150,063 04
Current liabilities accrued to and including June 30, 1901:		
Audited vouchers and accounts.....		\$902,860 43
Wages and salaries.....		501,941 34
Net traffic balances due to other companies.....		133,953 78
Matured interest coupons unpaid.....		182,880 00
Balance—cash assets.....		248,427 49
Total.....		\$2,150,063 04
Materials and supplies on hand.....		\$901,493 02

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total June 30, 1901.	Year ending June 30, 1901.	
			Increase.	Decrease.
\$146,015,085 40	Cost of road.....	\$149,341,765 40	\$3,326,700 00	
471,999 98	Stocks owned.....	472,000 98	1 00	
400 00	Bonds owned.....	400 00		
1,924,263 30	New equipment.....	2,168,611 80	244,348 50	
61,213 86	Lands owned.....	44,891 21		\$16,322 65
1,502,186 23	Cash and current assets.....	2,150,063 04	647,876 81	
574,175 18	Other assets:			
	Materials and supplies.....	901,493 02	327,317 84	
\$150,549,303 93	Grand totals.....	\$155,079,225 43	\$4,529,921 50	
	Liabilities.			
\$71,193,500 00	Capital stock.....	\$71,749,200 00	\$355,700 00	
73,523,000 00	Funded debt.....	76,294,000 00	2,771,000 00	
1,830,032 95	Current liabilities.....	1,901,635 55	71,602 70	
676,784 15	Accrued interest on funded debt not yet payable.....	700,438 31	23,654 16	
216,713 77	Streets Western Cable Car Line.....	218,038 32	1,344 55	
1,140,299 82	Equipment notes.....	912,256 88		\$228,042 94
153,514 33	Taxes accrued, not due.....	137,783 51	4,269 18	
	S. S. & S. Improvement fund.....	191,006 93	191,006 93	
	Rail Replacement fund.....	375,565 23	375,565 23	
1,333 34	Sundry accounts.....	14,138 85	12,805 51	
48,900 00	Muskogee Hotel notes.....			48,900 00
1,785,225 67	Profit and loss.....	2,585,141 86	799,916 18	
\$150,549,303 93	Grand totals.....	\$155,079,225 43	\$4,529,921 50	

MISSOURI PACIFIC RAILWAY AND BRANCH LINES.

Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities:	
Cash.....	\$6,748,589 57
Due from agents.....	430,494 29
Due from solvent companies and individuals.....	1,506,739 18
United States account—transportation of passengers, freight and mail.....	400,064 61
Total.....	\$9,085,907 65
Current liabilities accrued to and including June 30, 1901:	
Loans and bills payable.....	\$637,034 77
Audited vouchers and accounts.....	1,530,765 13
Wages and salaries.....	1,148,621 13
Net traffic balances due to other companies.....	35,320 69
Matured interest coupons unpaid (including coupons due July 1).....	150,557 50
Rents due July 1, (L. R. & C. V. A. Line).....	13,000 00
Miscellaneous.....	322,583 78
Balance—cash assets.....	5,198,024 60
Total.....	\$9,085,907 65
Materials and supplies on hand.....	\$1,376,904 64

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total June 30, 1901.	Year ending June 30, 1901.	
			Increase.	Decrease.
\$53,426,818 50	{ Cost of road..... }	\$55,676,311 02	\$2,249,492 52	.....
28,673,443 73	{ Cost of equipment..... }	34,531,227 96	5,657,784 23	.....
30,116,754 06	Stocks owned.....	27,741,068 23	\$2,375,685 83	.....
813,331 66	Bonds owned.....	810,303 63	3,028 03	.....
993,776 43	Other permanent investments.....	993,074 33	1,297 90	.....
5,003,929 68	Lands owned.....	9,085,907 65	4,081,977 97	.....
1,458,668 33	Cash and current assets.....	1,376,904 64	.....	81,763 69
24,789 52	Other assets:	.....	.....	24,789 52
	Materials and supplies.....	.....	.....	.....
	Sundries.....	.....	.....	.....
\$120,711,511 91	Grand totals.....	\$130,216,817 46	\$9,505,305 55	.....
	Liabilities.			
\$30,432,150 00	Capital stock.....	\$66,560,765 00	\$16,128,615 00	.....
62,138,000 00	Funded debt.....	54,012,000 00	\$8,126,000 00	.....
6,651,761 44	Current liabilities.....	3,887,883 05	2,763,878 39	.....
843,980 20	Accrued interest on funded debt not yet payable.....	812,617 69	.....	31,362 51
	Other liabilities:	.....	.....	.....
	Sundries.....	885,974 30	885,974 30	.....
645,620 27	Profit and loss.....	4,057,577 42	3,411,957 15	.....
\$120,711,511 91	Grand totals.....	\$130,216,817 46	\$9,505,305 55	.....

REPORT OF THE

MISSOURI SOUTHERN RAILROAD COMPANY.

Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities:	
Balance—current liabilities.....	\$270,276 02
Total.....	\$270,276 02
Current liabilities accrued to and including June 30, 1901:	
Loans and bills payable.....	\$269,685 98
Miscellaneous.....	590 04
Total.....	\$270,276 02
Materials and supplies on hand.....	\$2,825 75

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total June 30, 1901.	Year ending June 30, 1901.	
			Increase.	Decrease.
\$348,843 44	Cost of road,.....	\$307,689 24	\$58,825 80	
29,911 85	Cost of equipment.....	34,520 35	4,608 50	
2,080 57	Other assets:			
7,291 90	Materials and supplies.....	2,825 75	745 18	
	Profit and loss.....	5,280 68		\$2,031 22
\$388,127 76	Grand totals.....	\$350,276 02	\$62,148 26	
	Liabilities.			
80,000 00	Capital stock.....	\$80,000 00		
208,127 76	Funded debt.....	270,276 02	\$62,148 26	
\$288,127 76	Grand totals.....	\$350,276 02	\$62,148 26	

OMAHA, KANSAS CITY AND EASTERN RAILROAD COMPANY.

Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities:	
Cash.....	\$4,106 99
Due from agents.....	7,590 82
Due from solvent companies and individuals	91,185 00
Net traffic balances due from other companies.....	23,382 11
Balance—current liabilities.....	539,515 95
Total.....	\$665,730 87
Current liabilities accrued to and including June 30, 1901:	
Audited vouchers and accounts.....	\$116,435 02
Wages and salaries.....	48,973 70
Matured interest coupons unpaid Q. O. & K. O. R. R.....	42,132 54
Interest on receivers' certificates.....	882 67
Miscellaneous.....	457,306 94
Total.....	\$665,730 87
Materials and supplies on hand.....	\$22,633 90

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total June 30, 1901.	Year ending June 30, 1901.	
			Increase.	Decrease.
\$2,762,957 25	Cost of road	\$2,665,780 60		\$97,196 65
505,743 83	Cost of equipment.....	524,404 91	\$18,661 08	
231,815 66	Lands owned.....	126,214 92		105,600 74
	Other assets:			
432,622 41	Equipment trusts.....	413,961 33		18,661 08
35,463 70	Materials and supplies.....	22,633 90		12,829 80
121,246 44	Profit and loss.....	233,716 54	112,470 10	
\$4,089,849 29	Grand totals	\$3,986,692 20		\$103,157 09
	Liabilities.			
\$1,428,000 00	Capital stock.....	\$1,428,000 00		
1,428,000 00	Funded debt.....	1,428,000 00		
790,826 88	Current liabilities	665,730 87		\$115,096 01
20,400 00	Accrued interest on funded debt not yet payable.....			20,400 00
432,622 41	Equipment contracts.....	413,961 33		18,661 08
.....	Receiver certificates.....	51,000 00	\$51,000 00	
\$1,089,849 29	Grand totals.....	\$3,986,692 20		\$103,157 09

OMAHA & ST. LOUIS RAILROAD COMPANY.

Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities:		
Cash.....	\$3,296 54	
Due from agents.....	24,701 56	
Net traffic balances due from other companies.....	55,813 33	
Other cash assets (excluding materials and supplies).....	751 66	
Balance—current liabilities	819,397 60	
Total.....	\$903,960 69	
Current liabilities accrued to and including June 30, 1901:		
Audited vouchers and accounts.....	\$123,376 08	
Wages and salaries.....	458 01	
Net traffic balances due to other companies.....	84,733 35	
Interest on receiver's certificates.....	1,859 66	
Matured interest coupons unpaid (including coupons due July 1).....	190,080 00	
Miscellaneous.....	498,453 59	
Total.....	\$903,960 69	
Materials and supplies on hand.....	\$64,231 99	

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total June 30, 1901.	Year ending June 30, 1901.	
			Increase.	Decrease.
\$5,262,607 97	Cost of road.....	\$5,222,209 88		\$40,398 09
21,704 03	Cost of equipment.....	38,514 24	\$16,801 21	
133,374 70	Cash and current assets.....	84,563 09		48,811 61
	Other assets:			
54,450 23	Equipment trust.....	34,671 75		19,778 48
53,588 88	Materials and supplies.....	64,231 99	10,643 11	
	Sundries.....	151 35	151 35	
374,443 54	Profit and loss.....	502,290 14	217,846 60	
\$5,900,169 35	Grand totals.....	\$6,036,632 44	\$136,463 09	
	Liabilities.			
\$2,592,000 00	Capital stock.....	\$2,592,000 00		
2,376,000 00	Funded debt.....	2,376,000 00		
877,719 12	Current liabilities.....	903,960 69	\$26,241 57	
54,450 23	Equipment trust.....	34,671 75		\$19,778 48
	Receiver's certificates.....	130,000 00	130,000 00	
\$5,900,169 35	Grand total.....	\$6,036,632 44	\$136,463 09	

PARAGOULD SOUTHEASTERN RAILWAY COMPANY.

Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities;	
Cash.....	\$5,085 42
Due from agents.....	189 45
Other cash assets (excluding "materials and supplies").....	246 13
Balance—current liabilities.....	16,864 17
Total.....	<u>\$22,185 17</u>
Current liabilities accrued to and including June 30, 1901:	
Loans and bills payable.....	\$4,000 00
Audited vouchers and accounts.....	8,488 85
Wages and salaries.....	1,894 50
Net traffic balances due to other companies.....	4,234 76
Matured interest coupons unpaid (including coupons due July 1).....	3,000 00
Miscellaneous taxes not paid.....	567 06
Total.....	<u>\$22,185 17</u>
Materials and supplies on hand.....	<u>\$6,567 42</u>

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total June 30, 1901.	Year ending June 30, 1901.	
			Increase.	Decrease.
\$237,252 93	Cost of road.....	\$242,859 52	\$5,606 59	
10,050 00	Cost of equipment.....	10,050 00		
3,656 42	Cash and current assets.....	5,521 00	1,864 58	
	Other assets:			
5,196 15	Materials and supplies.....	6,567 42	1,371 27	
<u>\$256,155 50</u>	Grand totals.....	<u>\$264,997 94</u>	<u>\$8,842 44</u>	
	Liabilities.			
\$100,000 00	Capital stock.....	\$100,000 00		
100,000 00	Funded debt.....	100,000 00		
20,273 93	Current liabilities.....	22,185 17	\$1,911 24	
35,881 57	Profit and loss.....	42,812 77	6,931 20	
<u>\$256,155 50</u>	Grand totals.....	<u>\$264,997 94</u>	<u>\$8,842 44</u>	

ROCKPORT, LANGDON & NORTHERN RAILWAY CO.

Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities:	
Cash.....	\$1,025 18
Balance—current liabilities.....	2,874 82
Total.....	\$3,900 00
Current liabilities accrued to and including June 30, 1901:	
Matured interest coupons unpaid (including coupons due July 1).....	\$3,900 00
Total.....	\$3,900 00

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total June 30, 1901.	Year ending June 30, 1901.	
			Increase.	Decrease.
\$80,000 00	Cost of road.....	\$80,000 00		
1,165 55	Cash and current assets.....	1,025 18		\$140 37
2,584 45	Other assets:			
	Profit and loss.....	2,874 82	\$290 37	
\$83,750 00	Grand totals.....	\$83,900 00	\$150 00	
	Liabilities.			
\$55,000 00	Capital stock.....	\$55,000 00		
25,000 00	Funded debt.....	25,000 00		
3,750 00	Accrued interest on funded debt not yet payable.....	3,900 00	150 00	
\$83,750 00	Grand totals.....	\$83,900 00	\$150 00	

SEDALIA, WARSAW AND SOUTHWESTERN RAILWAY COMPANY.

Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities:	
Due from solvent companies and individuals.....	\$334 92
Balance—current liabilities.....	11,885 53
Total.....	\$12,170 45
Current liabilities accrued to and including June 30, 1901:	
Miscellaneous.....	\$12,170 45
Total.....	\$12,170 45

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total June 30, 1901.	Year ending June 30, 1901.	
			Increase.	Decrease.
.....	Cost of equipment.....	\$516,000 00	.....	.....
.....	Cash and current assets.....	334 92	.....	.....
.....	Other assets:			
.....	Profit and loss.....	11,835 53	.....	.....
.....	Grand totals.....	\$528,170 45	.....	.....
.....	Liabilities.			
.....	Capital stock.....	\$516,000 00	.....	.....
.....	Current liabilities.....	12,170 45	.....	.....
.....	Grand totals.....	\$528,170 45	.....	.....

SOUTHERN MISSOURI & ARKANSAS RAILROAD COMPANY

Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities:	
Cash.....	\$677 29
Due from agents.....	647 64
Due from solvent companies and individuals.....	15,545 95
Other cash assets (excluding "materials and supplies").....	10,000 00
Balance—current liabilities.....	34,874 64
Total.....	\$61,745 52
Current liabilities accrued to and including June 30, 1901:	
Loans and bills payable.....	\$13,224 76
Audited vouchers and accounts.....	21,497 84
Wages and salaries.....	9,992 56
Net traffic balances due to other companies.....	1,870 36
Matured interest coupons unpaid (including coupons due July 1).....	15,112 50
Rents due July 1.....	47 50
Total.....	\$61,745 52
Materials and supplies on hand.....	\$8,773 19

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total June 30, 1901.	Year ending June 30, 1901.	
			Increase.	Decrease.
\$1,582,465 45	{ Cost of road..... }	\$1,950,803 19	\$368,337 74	.....
199,100 00	{ Cost of equipment..... }	50,100 00	.....	\$149,000 00
24,862 94	Bonds owned.....	26,870 88	2,007 94	.....
19,117 74	Cash and current assets.....	13,224 76	.....	5,892 98
151 30	Other assets:	8,773 19	8,621 89	.....
229,326 54	Equipment trusts.....	.....	.....	229,326 54
	Materials and supplies.....	.....	.....	.....
	Sundries.....	.....	.....	.....
\$2,055,023 97	Grand totals.....	\$2,049,772 02	.....	\$5,251 95
	Liabilities.			
\$1,000,000 00	Capital stock.....	\$1,000,000 00	.....	.....
844,117 74	Funded debt.....	1,013,224 76	\$169,107 02	.....
126,347 98	Current liabilities.....	61,745 52	.....	\$64,602 46
84,558 25	Divisional bonds.....	.....	.....	84,558 25
\$2,055,023 97	Grand totals.....	\$2,074,970 28	\$19,946 31	.....

ST. JOSEPH AND GRAND ISLAND RAILWAY CO.

Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities:		
Cash.....		\$282,600 50
Due from agents.....		55,320 73
Due from solvent companies and individuals.....		85,527 72
Other cash assets, (excluding "materials and supplies").....		1,084 96
Balance—current liabilities.....		54,228 79
Total.....		\$479,363 70
Current liabilities accrued to and including June 30, 1901:		
Audited vouchers and accounts.....		\$84,711 32
Wages and salaries.....		37,120 20
Net traffic balances due to other companies.....		77,446 57
Dividends not called for.....		137,440 00
Matured interest coupons unpaid (including coupons due July 1).....		54,420 00
Miscellaneous.....		88,225 61
Total.....		\$479,363 70
Materials and supplies on hand.....		\$83,023 82

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total June 30, 1901.	Year ending June 30, 1901.	
			Increase.	Decrease.
\$16,995,202 53	Cost of road.....	\$16,993,055 31		\$2,147 22
231,266 65	Cost of equipment.....	232,396 24	\$1,139 59	
	Stocks owned.....	1 00	1 00	
238,227 94	Cash and current assets.....	425,133 91	186,905 97	
	Other assets:			
91,508 73	Materials and supplies.....	83,023 82		8,484 91
1,448 83	Sundries.....			1,448 83
\$17,557,644 68	Grand totals.....	\$17,733,610 28	\$175,965 60	
	Liabilities.			
\$13,527,600 00	Capital stock.....	\$13,527,600 00		
3,500,000 00	Funded debt.....	3,500,000 00		
440,165 27	Current liabilities.....	479,363 70	39,198 43	
89,879 41	Profit and loss.....	226,646 58	136,767 17	
\$17,557,644 68	Grand totals.....	\$17,733,610 28	\$175,965 60	

ST. JOSEPH TERMINAL RAILROAD COMPANY.

Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities:	
Cash.....	\$11,361 33
Due from solvent companies and individuals.....	17,004 74
Total.....	\$28,366 07
Current liabilities accrued to and including June 30, 1901:	
Audited vouchers and accounts.....	\$6,179 47
Wages and salaries.....	5,209 65
Miscellaneous.....	812 52
Balance—cash assets.....	16,164 43
Total	\$28,366 07

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total June 30, 1901.	Year ending June 30, 1901.	
			Increase.	Decrease.
\$629,405 51	Cost of road.....	\$629,405 51		
11,721 72	Cost of equipment.....	11,721 72		
42,533 49	Cash and current assets.....	28,366 07		\$14,167 42
\$683,660 72	Grand totals.....	\$669,493 30		\$14,167 42
	Liabilities.			
\$300,000 00	Capital stock.....	\$300,000 00		
350,000 00	Funded debt.....	350,000 00		
28,366 06	Current liabilities.....	12,201 64		\$14,167 42
\$7,291 66	Accrued interest on funded debt not yet payable.....	7,291 66		
\$683,660 72	Grand totals.....	\$669,493 30		\$14,167 42

ST. LOUIS & HANNIBAL RAILWAY COMPANY.

Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities:	
Cash.....	\$80,167 77
Due from agents.....	1,315 51
Due from solvent companies and individuals.....	1,484 92
Net traffic balances due from other companies.....	4,120 74
Balance—current liabilities.....	285,994 99
Total.....	\$332,083 93
Current liabilities accrued to and including June 30, 1901:	
Audited vouchers and accounts.....	\$4,317 75
Wages and salaries.....	5,773 52
Matured interest coupons unpaid (including coupons due July 1).....	318,500 00
Miscellaneous.....	3,492 66
Total.....	\$332,083 93
Materials and supplies on hand.....	\$10,103 09

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total June 30, 1901.	Year ending June 30, 1901.	
			Increase.	Decrease.
\$1 067,319 88	Cost of road.....	\$1,067,319 88		
28,349 80	Cost of equipment....	30,849 80	\$2,500 00	
74,643 91	Cash and current assets.....	86,068 94	11,445 03	
	Other assets:			
7,671 76	Materials and supplies.....	10,103 09	2,431 23	
216,454 42	Profit and loss.....	229,722 22	13,267 80	
<u>\$1,394,439 77</u>	Grand total.....	<u>\$1,424,083 93</u>	<u>\$29,644 16</u>	
	Liabilities.			
\$462,000 00	Capital stock.....	\$462,000 00		
630,000 00	Funded debt.....	630,000 00		
302,439 77	Current liabilities.....	332,083 93	29,644 16	
<u>\$ 1394,439 97</u>	Grand total.....	<u>\$1,424,083 93</u>	<u>\$29,644 16</u>	

ST. LOUIS, IRON MOUNTAIN AND SOUTHERN RAILWAY CO.

Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities:		
Bills receivable.....		\$30 00
Due from solvent companies and individuals.....		484,904 65
Other cash assets, (excluding "materials and supplies").....		472,802 48
L. R. & Ft. Smith Ry. coupon notes.....		173,987 94
Total.....		\$1,131,725 07
Current liabilities accrued to and including June 30, 1901:		
Loans and bills payable.....		\$495,150 05
Matured interest coupons unpaid (including coupons due July 1).....		496,742 15
Miscellaneous.....		95,949 55
Balance—Cash assets.....		43,882 32
Total.....		\$1,131,725 07

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total June 30, 1901.	Year ending June 30, 1901.	
			Increase.	Decrease.
\$68,646,377 36	Cost of road.....	\$71,132,022 13	\$2,485,644 77	
4,544,130 95	Cost of equipment.....	4,989,269 79	443,138 84	
21,105,598 70	Stocks owned.....	22,129,173 49	1,023,574 79	
514,195 89	Bonds owned.....	514,195 89		
1,554,727 80	Lands owned other than land grants.....	1,293,449 34	261,278 46	
43,504 82	Land grant, Arkansas.....	13,696 84	29,807 98	
1,800,845 74	Land grant, Missouri.....	1,131,725 07		\$669,120 67
466,318 52	Cash and current assets.....	637,220 13	172,901 61	
	Other assets:			
	Sundries.....			
\$98,675,699 78	Grand totals.....	\$101,840,752 68	\$3,165,052 90	
	Liabilities.			
\$25,795,055 00	Capital stock.....	\$25,795,710 00	\$655 00	
66,970,556 36	Funded debt.....	68,345,997 36	1,375,441 00	
998,740 10	Current liabilities.....	1,087,842 75	89,102 65	
600,913 84	Accrued interest on funded debt not yet payable.....	533,539 18		\$67,374 66
4,310,434 48	Profit and loss.....	6,077,603 39	1,767,228 91	
\$98,675,699 78	Grand totals.....	\$101,840,752 68	\$3,165,052 90	

ST. LOUIS MERCHANTS BRIDGE TERMINAL RAILWAY COMPANY.

Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities:	
Cash.....	\$882,810 80
Bills receivable.....	14,791 41
Due from agents.....	11,224 05
Due from solvent companies and individuals.....	212,577 89
Balance—current liabilities.....	\$1,225,596 41
Total.....	\$1,747,000 56
Current liabilities accrued to and including June 30, 1901:	
Loans and bills payable.....	\$503,902 49
Audited vouchers and accounts.....	1,132,764 70
Wages and salaries.....	18,741 95
Net traffic balances due to other companies.....	2,864 18
Matured interest coupons unpaid (including coupons due July 1).....	87,887 50
Miscellaneous.....	839 74
Total.....	\$1,747,000 56
Materials and supplies on hand.....	\$1,538 35

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total June 30, 1901.	Year ending June 30, 1901.	
			Increase.	Decrease.
\$1,642,413 08	Cost of road.....	\$1,642,413 08		
164,282 11	Cost of equipment.....	164,282 11		
1,500,000 00	Stocks owned.....	1,500,000 00		
265,000 00	Bonds owned.....	265,000 00		
143,132 77	Other permanent investments.....	147,562 92	\$4,430 15	
501,733 64	Cash and current assets.....	321,404 15	19,670 15	
	Other assets:			
1,265 45	Materials and supplies.....	1,538 35	272 90	
1,106,513 61	Profit and loss.....	1,051,345 17		\$55,168 44
\$8,324,340 66	Grand totals.....	\$8,293,545 78		\$30,794 88
	Liabilities.			
\$2,939,500 00	Capital stock.....	\$2,939,500 00		
3,500,000 00	Funded debt.....	3,500,000 00		
1,774,236 99	Current liabilities.....	1,747,000 56		\$27,236 43
43,750 00	Accrued interest on funded debt not yet payable.....	43,750 00		
4,933 65	Accrued interest on real estate notes..	4,486 17		447 48
51,693 98	Accrued rentals.....	50,000 00		1,693 98
10,226 02	Accrued taxes.....	8,809 03		1,416 99
\$8,324,340 66	Grand totals.....	\$8,293,545 78		\$30,794 88

ST. LOUIS AND NORTH ARKANSAS RAILROAD COMPANY.

Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities:	
Cash.....	\$13,290 64
Due from agents.....	2,104 60
Net traffic balances due from other companies.....	34,004 86
Balance—current liabilities.....	7,862 99
Total.....	\$57,263 09
Current liabilities accrued to and including June 30, 1901:	
Audited vouchers and accounts.....	\$57,086 38
Net traffic balances due to other companies.....	176 71
Total.....	\$57,263 09
Materials and supplies on hand.....	\$10,884 60

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total June 30, 1901.	Year ending June 30, 1901.	
			Increase.	Decrease.
.....	Construction.....	\$21,564 72	\$21,564 72	.....
\$21,194 21	Cash and current assets.....	49,400 10	28,205 89	.....
.....	Other assets:	.....	.....	.....
\$6,778 32	Materials and supplies.....	10,884 60	4,106 28	.....
.....	Sinking fund.....	34,658 86	34,658 86	.....
\$27,972 53	Grand totals.....	\$116,508 28	\$88,535 75	.....
.....	Liabilities.	.....	.....	.....
\$6,671 24	Current liabilities.....	\$57,263 09	\$50,591 85	.....
3,575 58	Other items.....	1,996 25	.....	\$1,579 33
17,725 71	Profit and loss.....	.....	.....	.....
\$27,972 53	Grand totals.....	\$116,508 28	\$88,535 75	.....

As reported.

ST. LOUIS & SAN FRANCISCO RAILROAD COMPANY.

Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities:	
Cash in treasury and in trust companies.....	\$976,280 52
Due from agents.....	381,223 00
Due from solvent companies and individuals.....	118,579 65
Net traffic balances due from other companies.....	780,234 40
Cost of St. Louis & San Francisco Railroad Company consolidated 4 per cent bonds acquired for disbursements made under promise of mortgage.....	1,354,828 24
Total.....	\$3,611,145 81
Current liabilities accrued to and including June 30, 1901:	
Audited vouchers and accounts.....	\$850,922 69
Wages and salaries.....	47,948 03
Matured interest coupons unpaid (including coupons due July 1).....	718,371 00
Miscellaneous liabilities of receiver St. Louis & San Francisco Railway and prior of A. & P. R. R. (C. D.) prior to purchase assumed by this company.....	7,936 51
Balance—cash assets.....	1,965,967 58
Total.....	\$3,611,145 81
Materials and supplies on hand.....	\$436,461 52

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total June 30, 1901.	Year ending June 30, 1901.	
			Increase.	Decrease.
\$87,839,912 97	Cost of road	\$90,449,009 92	\$2,609,096 95	.....
2,557,092 70	Cost of equipment	2,577,498 98	20,406 28	.....
4,406,276 50	Stocks owned.....	3,443,516 10	.....	\$965,760 40
11,000 00	Bonds owned.....	13,100 00	2,100 00	.....
2,581,433 55	Cash and current assets	3,611,145 81	1,029,712 26	.....
	Other assets:			
440,143 86	Materials and supplies.....	436,461 52	.....	3,682 34
13,699 53	Sinking fund.....	14,043 36	343 83	.....
193,048 30	Sundries.....	343 83	.....	192,704 47
306,000 00	Improvement fund Kansas City division first mortgage 4 per cent. bonds.....	241,000 00	.....	65,000 00
	Northwestern division first mortgage bonds in trust with Continental Trust Co.....	200,000 00	200,000 00	.....
	Mississippi Valley Trust Co. for deposit by special master in chancery for Kansas Mid. Railway.....	1,455 35	1,455 35	.....
\$98,351,607 41	Grand totals	\$100,987,231 04	\$2,635,623 63	.....
	Liabilities.			
\$50,000,000 00	Capital stock.....	\$50,000,000 00	.....	.....
45,014,225 00	Funded debt	46,471,125 00	\$1,456,900 00	.....
1,585,763 97	Current liabilities	1,625,178 23	39,414 26	.....
212,627 50	Accrued interest on funded debt not yet payable.....	281,998 13	69,370 63	.....
	Bonds redeemed.....	12,000 00	12,000 00	.....
76,507 00	Taxes accrued and not yet due.....	88,082 49	11,575 49	.....
28,180 98	Sinking fund accrued not yet due.....	25,005 73	.....	\$3,175 25
150,206 25	Due American Loan & Trust Co. on equipment.....	.....	.....	150,206 25
306,000 00	Kansas City division first mortgage 4 per cent. bonds held in trust by Trust Co.....	241,000 00	.....	65,000 00
	Improvement and equipment Northwestern division.....	200,000 00	200,000 00	.....
	Special master Kansas Mid. Railway.....	1,455 35	1,455 35	.....
	Kansas City, Osceola & Southern Railway, interest fund.....	92,692 71	92,692 71	.....
	St. Louis, Oklahoma & Southern Railway, interest fund.....	38,024 53	38,024 53	.....
978,096 71	Profit and loss.....	1,910,688 87	932,572 16	.....
\$98,351,607 41	Grand totals.....	\$100,987,231 04	\$2,635,623 63	.....

ST. LOUIS & SOUTHWESTERN RAILWAY CO.

Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities:		
Cash.....	\$1,829,703 31	
Bills receivable.....	308,531 76	
Due from agents.....	22,056 96	
Due from solvent companies and individuals.....	239,045 16	
Net traffic balances due from other companies.....	1,848 29	
Due from St. Louis Southwestern Railway Company of Texas.....	2,778,246 60	
Advances to sundry agents to be accounted for.....	20,194 63	
Prepaid insurance.....	4,867 64	
Total.....	\$5,204,614 38	
Current liabilities accrued to and including June 30, 1901:		
Audited vouchers and accounts.....	\$270,895 41	
Wages and salaries.....	168,521 88	
Matured interest coupons unpaid (including coupons due July 1).....	252,986 93	
General improvement fund.....	1,336,009 33	
Equipment replacement fund.....	24,562 62	
Balance—Cash assets.....	3,151,644 71	
Total.....	\$5,204,614 38	
Materials and supplies on hand.....	\$343,629 98	

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total June 30, 1901.	Year ending June 30, 1901.	
			Increase.	Decrease.
\$46,405,014 76	Cost of road.....	\$47,405,014 76	\$1,000,000 00	
\$1,187,485 24	Cost of equipment.....	1,187,485 24		
3,000,250 01	Stocks owned.....	3,003,750 01	3,500 00	
15,270,289 20	Bonds owned.....	15,270,289 20		
	Other permanent investments.....	4,624 93	4,624 93	
20,722 81	Construction accounts.....	65,772 81	45,050 00	
339,000 00	Gray's Point Terminal Ry.....	339,000 00		
27,327 95	Lease hold.....	27,327 95		
3,878,173 28	Lands owned.....	27,327 95		
	Cash and current assets.....	5,204,614 38	1,326,441 10	
	Other assets:			
266,824 86	Materials and supplies.....	343,629 98	76,805 12	
393,364 78	Trust equipment—unpaid balance.....	758,248 27	364,883 49	
\$70,788,452 89	Grand totals.....	\$73,609,757 53	\$2,821,304 64	
	Liabilities.			
\$36,500,000 00	Capital stock.....	\$36,500,000 00		
29,517,679 78	Funded debt.....	30,878,779 27	\$1,361,099 49	
601,281 50	Current liabilities.....	2,052,969 67	1,451,688 17	
134,745 83	Accrued interest on funded debt not yet payable.....	334,745 83	200,000 00	
339,000 00	Gray's Point Terminal Railway Co.—(First mortgage bonds guaranteed).....	339,000 00		
3,695,745 78	Profit and loss.....	3,504,262 76		\$191,483 02
\$70,788,452 89	Grand totals.....	\$73,609,757 53	\$2,821,304 64	

ST. LOUIS TRANSFER RAILWAY COMPANY.

Current Assets and Liabilities.

Cash and current assts available for payment of current liabilities:	
Balance—current liabilities.....	\$266,516 06
Total.....	\$266,516 06
Current liabilities accrued to and including June 30, 1901:	
Loans and bills payable.....	\$266,516 06
Total.....	\$266,516 06

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total June 30, 1901.	Year ending June 30, 1901.	
			Increase. -	Decrease.
\$467,859 87	Cost of road.....	\$470,842 70	\$2,982 83	.....
46,719 00	Cost of equipment.....	45,294 00	.....	\$1,425 00
\$514,578 87	Grand totals	\$516,136 70	\$1,557 83	.....
	Liabilities,			
\$199,800 00	Capital stock.....	\$199,800 00	.....	.....
284,925 41	Current liabilities.....	266,516 06	.....	\$18,409 35
29,853 46	Profit and loss.....	49,820 64	\$19,967 18	.....
\$514,578 87	Grand totals.....	\$516,136 70	\$1,557 83	.....

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities:	
Cash.....	\$279,023 12
Due from agents.....	26,298 93
Due from solvent companies and individuals.....	1,218,629 06
Net traffic balances due from other companies.....	20,461 56
Total.....	<u>\$1,544,412 67</u>
Current liabilities accrued to and including June 30, 1901:	
Loans and bills payable.....	\$638,896 65
Audited vouchers and accounts.....	290,673 98
Wages and salaries.....	68,849 45
Matured interest coupons unpaid (including coupons due July 1).....	7,842 50
Miscellaneous.....	7,339 68
Balance—cash assets.....	530,810 21
Total.....	<u>\$1,544,412 67</u>
Materials and supplies on hand.....	\$95,466 60

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total June 30, 1901.	Year ending June 30, 1901.	
			Increase.	Decrease.
\$12,161,835 22	{ Cost of road.....	\$12,333,748 37	\$171,913 15	
	{ Cost of equipment.....			
1,750,500 00	Stocks owned.....	1,865,500 00	115,000 00	
1,447,811 15	Cash and current assets.....	1,544,412 67	96,601 52	
69,808 86	Other assets:			
	Materials and supplies.....	95,466 60	25,657 74	
<u>\$15,429,955-23</u>	Grand totals.....	<u>\$15,839,127 64</u>	<u>\$409,172 41</u>	
	Liabilities.			
\$1,441,200 00	Capital stock.....	\$1,441,200 00		
11,600,000 00	Funded debt.....	11,600,000 00		
1,020,289 22	Current liabilities.....	1,013,602 46		\$6,686 76
174,583 34	Accrued interest on funded debt not yet payable.....	174,583 34		
90,000 00	Real estate mortgages.....	90,000 00		
98,241 31	Accrued rentals.....	98,241 31		
1,957 03	Accrued taxes.....	10,007 60	\$8,050 57	
2,395 47	Accrued interest.....	2,855 16	459 69	
1,001,288 86	Profit and loss.....	1,406,637 77	407,348 91	
<u>\$15,429,955 23</u>	Grand totals.....	<u>\$15,839,127 64</u>	<u>\$409,172 41</u>	

WABASH RAILROAD COMPANY.

Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities:		
Cash.....	\$935,860 44	
Bills receivable.....	14,466 39	
Due from agents.....	185,191 88	
Due from solvent companies and individuals.....	677,676 46	
Other cash assets (excluding materials and supplies).....	680,828 00	
Balance—current liabilities.....	1,456,580 73	
Total.....	\$3,950,603 90	
Current liabilities accrued to and including June 30, 1901:		
Loans and bills payable.....	\$645,870 78	
Audited vouchers and accounts.....	1,744,637 25	
Wages and salaries.....	568,033 00	
Net traffic balances due to other companies.....	155,309 42	
Dividends not called for.....	105,000 00	
Matured interest coupons unpaid (including coupons due July 1).....	183,636 00	
Miscellaneous.....	538,117 45	
Total.....	\$3,950,603 90	
Materials and supplies on hand.....	\$316,930 67	

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total June 30, 1901.	Year ending June 30, 1901.	
			Increase.	Decrease.
\$134,944,500 00	Cost of road.....	\$136,980,500 00	\$2,036,000 00	
206,364 68	Stocks owned.....	555,903 44	349,538 76	
124,000 00	Bonds owned.....	124,000 00		
545,560 07	Other permanent investments.....	602,427 76	56,877 69	
1,900,651 47	Cash and current assets.....	2,494,023 17	593,371 70	
	Other assets:			
955,883 01	Materials and supplies.....	816,930 67		\$138,952 34
659,030 65	Sundries.....	483,703 46		175,327 19
\$139,335,979 88	Grand totals	\$142,057,488 50	\$2,721,508 62	
	Liabilities.			
\$52,000,000 00	Capital stock.....	\$52,000,000 00		
83,045,000 00	Funded debt.....	86,081,000 00	\$2,036,000 00	
3,325,961 40	Current liabilities.....	3,950,603 90	624,642 50	
587,176 24	Accrued interest on funded debt not yet payable.....	622,888 74	35,707 50	
377,842 24	Profit and loss.....	403,000 86	25,158 62	
\$139,335,979 88	Grand totals	\$142,057,488 50	\$2,721,508 62	

WILLIAMSVILLE, GREENVILLE & ST. LOUIS RAILWAY COMPANY.

Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities:	
Cash.....	\$13,223 36
Due from agents.....	42 18
Due from solvent companies and individuals.....	62,714 82
Net traffic balances due from other companies.....	3,203 35
Other cash assets (excluding "materials and supplies").....	117 50
Balance—current liabilities.....	24,558 55
Total.....	\$103,860 06
Current liabilities accrued to and including June 30, 1901:	
Loans and bills payable.....	\$103,196 96
Miscellaneous.....	663 10
Total.....	\$103,860 06

Comparative General Balance Sheet.

Total June 30, 1900.	Assets.	Total June 30, 1901.	Year ending June 30, 1901.	
			Increase.	Decrease.
.....	Cost of road.....	\$750,000 00	.....	.....
.....	Cost of equipment.....	59,785 28	.....	.....
.....	Cash and current assets.....	79,301 51	.....	.....
.....	Grand total.....	\$889,086 79	.....	.....
Liabilities.				
.....	Capital stock.....	\$375,000 00	.....	.....
.....	Funded debt.....	375,000 00	.....	.....
.....	Current liabilities.....	79,301 51	.....	.....
.....	Grand total.....	\$829,301 51	.....	.....

As reported.

PART IV.

CORRESPONDENCE AND HEARINGS, WITH ORDERS OF THE BOARD.

REGARDING PASSENGER RATES.

December 13, 1900:

Letter was written G. J. Grommet, Auditor Mo. Midland R'y, regarding the passenger rates charged on that road, the annual statement of the company showing an average rate of $5\frac{1}{2}$ cents per mile, whilst the maximum rate allowed by law for roads in class "C" is 4 cents per mile.

December 15:

The following reply was received, showing that the average per mile resulted from traffic arrangement with the Mo., Kansas & Texas R'y, and that the actual charge per passenger per mile did not exceed the legal maximum.

Columbia, Mo., December 14, 1900.

Hon. James Harding, Sec'y R. R. & Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—I have your favor of 13th inst. with reference to passenger rate charged by this company, as per my annual report ending June 30th, 1900.

You will please note that in my report I stated that this company had entered into a traffic arrangement with the M., K. & T. Ry., whereby the Mo. Midland receives 50 per cent. on all passenger and freight earnings to or from all points within an air line radius of fifty miles of Columbia; and that we receive 25 per cent. to all other points on their line in the State of Missouri, and 15 per cent. on business to or from Kansas, I. T. and Texas points. However, we are limited to a maximum of \$2.00 for one way ticket and \$3.00 for a round trip ticket.

You will note from this that there has been no excess charge, as the difference between 2 cents and $5\frac{1}{2}$ is allowed us by M., K. & T. Ry. Co.

Yours truly,

G. J. GROMMET.

March 21, 1901—The following letter was referred to this office by Gov. A. M. Dockery:

Neosho, Mo., March 12, 1901.

Governor Dockery, Jefferson City, Mo.:

Sir—I desire to call your attention to an apparent unjust discrimination by the Kansas City and Southern Ry. and such practice should be stopped.

The regular passenger rate from Neosho to Joplin is 60 cents (one way). The

regular passenger rate from Joplin to Kansas City is \$3.50 (one way), but if you buy a ticket from here to Kansas City the regular fare is \$5.20. Thus compelling passengers from Neosho through to Kansas City to pay \$1.10 for the bother of buying a ticket at the R. R. office. But if the passenger enters the car at Neosho without a ticket and pays the R. R. conductor 60 cents he is permitted to ride to Joplin. Then upon demand he pays the conductor \$3.50 and is permitted to retain his seat in the same car until arrival in Kansas City, making his fare from Neosho to Kansas City, but \$4.10 instead \$5.20, as is now and has been charged by said company for a long time.

Very truly,

WALLACE CHILDS.

Answered that the rate as stated, \$3.50, from Joplin to Kansas City, was presumably made on account of competition between three lines of railroad operating between the points named. There is nothing in the laws of this State prohibiting such a rate. Under the provisions of the statutes, no more can be charged from any point in this State between Joplin and Kansas City than is charged from Joplin, but this would not affect the rates south of Joplin, and the charge of \$3.50 as made from Joplin to Kansas City is legal. This charge, the distance being 155 miles, is less per mile than that from Neosho to Kansas City, 174 miles, but is not a less charge for a greater distance. The only question would be as to the reasonableness of the charge from Neosho. The facts being, as stated in letter, it would appear that the Kansas City Southern R'y of its own accord would put in the rate of \$4.10 from Neosho, as naturally persons going from that point to Kansas City would avail themselves of the advantage offered by the existing conditions and save \$1.10 by paying their fare to Joplin—60 cents—and \$3.50 from that point to Kansas City. There is nothing illegal in the charge of \$5.20 from Neosho to Kansas City.

March 28—The following was received:

Neosho, Mo., March 27, 1901.

James Harding, Secy. Railroad and Warehouse Department, State of Missouri, Jefferson City:

Sir—In reply to your letter of 23d inst, I have to say that you are in possession of the facts, as stated in my letter to Governor Dockery, of 12th inst., and it is for you to take such action as in your opinion the case merits. I will state that 68 cents is the amount usually collected as R. R. fare from here to Joplin and not "60 cents." I have no personal interest in this matter and it is not my business to seek or apply a remedy in this case, but for every wrong there is a remedy.

Very respectfully,

WALLACE CHILDS.

No action was considered necessary, as there was nothing illegal or unreasonable in the action of the K. C. Southern Co. as complained of.

April 18, 1901—The following letter was referred to this office by Gov. A. M. Dockery:

Denver, Carroll County, Ark., April 13, 1901.

Gov. A. M. Dockery, Jefferson City Mo.:

Sir—I have the honor to submit for your Excellency's consideration the following facts that are of great interest to the people of Southwest Mo. and Northwest Ark. The St. Louis & North Ark. R. R. has just been extended from Eureka Springs to Harrison, this State, a distance of 50 miles. The entire length of the road now is 68 1-2 miles. Our State statute allows roads of that length to charge only 3 cents per mile passenger fare and the statute of Mo. just the same. It is 18 1-2 miles from Eureka Springs to Seligman, Mo., and the passenger rate fixed by this road which takes effect in 3 days is nearly 6 cents per mile. I enclose the rate. Now I ask that you request your R. R. Commissioners to request interstate commerce commission to force this road to make a legal rate of only 3 cents per mile, which is the rate in Mo. and Ark. I have asked our commission at Little Rock to take the same steps and they will do so. Now that will save 45 cents to each passenger going from Eureka Springs to Seligman, Mo. and will reduce the fare from \$1 to 55 cents. Also our commission rate on first class freight is 24 cents per 100 pounds per 20 miles, but the rate on this road is 30 cents per 100 pounds from Eureka to Seligman. I do not know the rate fixed by your Commission. You can ascertain that and have the Commission ask that the road be compelled to also make a legal freight rate. This will be of much benefit to citizens of Mo. and Ark., and it is so manifestly just that I feel confident that the Commission at Washington will freely grant the request if thus presented to their attention. Please send me the last report of your R. R. Commission. I met you last fall at Forsythe. Please send me your speech made in Congress by you against the river harbor bill under Cleveland.

Most respectfully,

IVERSON A. JONES.

Answered, that in January, 1895, on complaint filed by this Board, a formal hearing of the question of exorbitant passenger charges on the Eureka Springs R'y (now the St. Louis & North Arkansas R'y) was held by the Interstate Commerce Commission at St. Louis. In February, 1897, that Commission published its finding in the case, together with an order reducing the rate from Seligman, Mo., to Eureka Springs, Ark., to \$1.20, being 6½ cents per mile. This they declared (one member dissenting, objecting to a reduction) to be a reasonable rate. The new schedule, enclosed in letter, makes a rate of \$1.00 from Seligman to Eureka Springs, a reduction of 20 cents—a little more than 1 cent per mile. The entire traffic of the S. L. & N. Ark. R'y is interstate so far as Missouri is concerned, there being but one station on that road in this State. The I. S. Commission in its decision discussed very fully the conditions governing the operation of this road, and it is doubtful whether they would now order a further reduction in rates. Application to the I. S. Commission regarding this matter would be more pertinent under the circumstances, if made by the R. R. Commissioners of Arkansas.

REGARDING FREIGHT RATES.

July 6, 1900—Following was received:

Springfield, Mo., July 5, 1900.

Chairman of R. R. Commissioners, Jefferson City, Mo.:

Dear Sir—Is there a law in the State of Missouri fixing the charges that cannot be exceeded on 1st, 2nd, 3rd, 4th class rates, L. C. L., fifth and agricultural implements in carload lots where the shipment originates and ends in this State? In other words it is confined to the State of Missouri. If there is such a rate fixed by the Legislature will you kindly send us a copy, or if not advise us just what the minimum charges are by law, and oblige.

Yours trply,

McGREGOR-NOE HARDWARE CO.

Answered, that there is no law in Missouri fixing maximum charges on 1st, 2nd, 3rd and 4th class articles, either in carloads or less than carloads, or on 5th class articles in carloads. Statute rates on furniture in carloads are as shown in tabulation of statute rates enclosed. Law does not apply to interstate traffic.

July 10, 1900—Following was received:

Kansas City, Mo., July 9, 1900.

Hon. James Harding, Sec'y Railroad & Warehouse Dep't, Jefferson City, Mo.:

Dear Sir—Please refer to freight rates promulgated in section 4, act of March 29th, 1875, and advise me if the live stock rates which are published in dollars per car are to be applied on cars regardless of length or on cars known as standard cars.

If there has been any later issue of live stock rates than above mentioned, or there has been any ruling as to the length of cars on which same are to be applied, I will be obliged if you will give me reference to same.

Yours truly,

J. D. RIDDELL, G. F. A.

Answered, that in 1878 the R. R. Commission declared the carload weight intended by law, to which the rates specified by law must apply to be 20,000 pounds. This, regardless of length of car. If a car should be loaded to its capacity, same being less than 20,000 pounds, same rate per 100 pounds would apply as to load of 20,000 pounds. This Board has never made a ruling, regarding standard length of cars. Section 1089, Rev. Stat. 1899, defines 30 feet as standard length of car for a minimum load of 24,000 pounds mixed live stock. Minimum to be more or less than 24,000 pounds in proportion, as car might be more or less than 30 feet in length.

July 15—Following was received:

Kansas City, Mo., July 13, 1900.

Railroad & Warehouse Commissioners, Jefferson City, Mo.:

Gentlemen—I ship more or less logs to the Des Moines Lumber Company at Sheffield. I have just shipped a car from Mecca, Mo., 33 miles; this road sees fit to charge me 5 cents per hundred pounds; I have shipped more or less on the Burlington from Holt, one mile further, and never have paid to exceed 3 1-2 cents.

As 1 1-2 cents per hundred pounds means to me a difference of \$1.95 a thousand feet it eats into my profits so much that there is no encouragement for me to do business.

Kindly advise me in the matter.

N. B.—I refer to the K. C. Northern Connecting line.

Very respectfully yours,

DENHAM PEARSON,

Kearney, Mo.

Answered, that the rate of 5 cents per 100 pounds referred to is in accordance with tariff filed in this office, and that under the conditions governing the delivery of freights at Kansas City by the K. C. N. Connecting R. R., it having to pay trackage over two lines before reaching the K. C. Belt Line. The rate is not considered unreasonable. In the opinion of the Board, the K. C. N. C. line is equitably entitled to somewhat higher rates than are other companies operating under more favorable circumstances.

July 12-13, 1900—Telegrams were received from the Des Moines Lumber Co. of Kansas City complaining of charges on walnut logs from St. L. & San Francisco points to Kansas City. Matter was taken up with Mr. F. D. Russell, G. F. A., who replied as follows:

St. Louis, July 17, 1900.

Mr. Jas. Harding, Secy. State of Missouri Railroad & Warehouse Department, Jefferson City, Mo.:

Dear Sir—Replying to yours of the 14th, regarding rates on walnut logs to Kansas City. We are perfectly willing on the shipments from Sparta and Chadwick to readjust charges on basis of the rates which were agreed upon by your Commission few days since, and if the shippers forward me expense bills covering these shipments I will see that rates are made without delay.

My advice regarding the cars from Bolivar indicate that there were two cars which moved on the 9th, but that the shipments consisted of walnut lumber and not walnut logs. I understand that the Commission have never established rates to apply on walnut lumber. Please advise further with reference to this feature.

Yours truly,

F. D. RUSSELL.

July 19, 1900—Letter was written F. D. Russell, G. F. A., in regard to shipments of walnut lumber from Bolivar, stating that the Des Moines Lumber Co. had been notified to forward their expense bills to "Frisco" general office for correction, and that the Commissioners had approved rates applying on walnut, cherry and butternut lumber three (3) cents per 100 feet higher than soft lumber rate.

August 2—Following was received:

St. Louis, August 1, 1900.

Mr. Jas. Harding, Secy., Jefferson City, Mo.:

Dear Sir—Replying to yours of the 27th, regarding shipment of walnut lumber from Bolivar to Kansas City. We are willing to correct our rate to 15 cents, this being 3 cents higher than soft lumber rate, and will, I presume, be satisfactory to the consignees. Upon receipt of claim on this basis we will be glad to make early adjustment.

Yours truly,

F. D. RUSSELL.

Des Moines Lumber Co. was notified of action proposed by Mr. Russell, and replied as follows:

Sheffield, Mo., August 7, 1900.

James Harding, Secy., Jefferson City Mo.:

Dear Sir—We are in receipt of your favor of the 6th inst., calling attention to Mr. Russell's letter regarding shipment from Bolivar to Kansas City, and beg to thank you for same.

Very truly yours,

DES MOINES LUMBER COMPANY OF K. C., Mo.

July 30—Letter was received from R. C. Edwards of Winston, Mo., complaining of rates charged him on walnut logs from points on line of the Kansas City Northern Connecting Railroad, and claiming that some \$65.00 was due him by that company on account of overcharges. The charges complained of were as approved by the Commissioners. In reply to Mr. Edwards' letter, the Board stated that they saw no reason to change their views of this matter as expressed in letter to him June 6, 1900, which were to the effect that the rates on logs, as filed by the Kansas City Northern Connecting R. R., and approved in this office, were reasonable. It was stated that in their letter of March 22, 1900, (to Mr. Edwards) the Commissioners expressed the opinion that culled walnut logs should take the same rate as ordinary logs. Subsequent hearings and careful investigation in this matter satisfied them, however, that their views as expressed in the letter referred to, were incorrect, and that culled walnut logs are of a value sufficient to warrant proportionately higher rates for their transportation than apply on ordinary logs. Also, that the Kansas City & Northern Connecting Railroad cannot be required to bill freights beyond the terminus of their own lines. The conditions under which that company is compelled to deliver freights at Kansas City (paying nearly 40 per cent. of their gross earnings for trackage privileges) are such as to yield it a very small remuneration for its own services. Under the peculiar circumstances governing, the Commissioners do not consider the rates charged by the K. C. & Northern Connecting R. R. Co. for the transportation of walnut logs as being unreasonable.

August 6, 1900—The following was referred to this office:

Blodgett, Missouri, Aug. 5, 1900.

Mr. C. W. Hawkins, Jefferson City, Mo.:

Friend Charlie—Will you please call upon the Railroad Commissioner in person and insist on his forcing the Iron Mountain to accept carloads of Watermelons shipped from Blodgett and Diehlstadt to ourselves at East St. Louis? We have fifteen cars standing on tracks. Bills of lading were presented to agent, and he refused to accept. Then tendered him money in prepayment to East St. Louis and he still refused to accept. After waiting four hours, leaving him in possession of bills of lading and making several demands for his signature, he still refused to sign and return bills to us. Next day bills were presented the second time and money tendered, and he again refused.

I enclose you a copy of bill of lading presented to Ry. Co. that you may see the instrument they refused to accept. The Co. is accepting bills of lading from other shippers at other points without prepayment or guarantee and we see no reason why they decline East St. Louis shipments. Melons being perishable freight, should move promptly.

Will you please wire me at my expense tomorrow (Monday) what action the Commissioner will take in this matter and oblige.

Your friend,
BEN. F. MARSHALL & CO
Per BEN F. MARSHALL.

Matter was immediately taken up by wire with J. C. Lincoln, G. F. A., who replied by wire as follows:

Jas. Harding, Secy., Jefferson City, Mo.:

Your telegram date regarding shipment of melons from Blodgett, Mo. We are advised twelve cars melons consigned themselves East St. Louis forwarded from Blodgett last night, which, I assume, are shipments referred to in your telegram.

J. C. LINCOLN.

Nothing further was heard from Marshall & Co. regarding this matter.

August 11, 1900—Letter was written J. C. Lincoln, G. F. A., stating that complaint was made by shipper at Osage City of irregularity in rates charged from that place to St. Louis. It was stated in complaint that the rate in force for some years had been 10 cents per 100 pounds, regardless of quantity, as is shown in Mo. P. tariff 2663, effective November 2, 1896. Account sale filed here of shipment of 64 sacks of wheat (9,440 pounds) July 14, 1900, on which charges were \$17.95, being a little more than 19 cents per 100 pounds, complainant stated that agent at Osage explained matter by saying a new rate had been put in force June 20, 1900, but complainant states he made shipments after that date, and up to July 14th, at 10 cents per 100 pounds. Nothing had been filed in this office showing any change in rates as made in tariff 2663.

The following reply was received:

St. Louis, Mo., August 21, 1900.

Mr. Jas. Harding, Secy. Missouri Railroad Commission, Jefferson City, Mo.:

Dear Sir—For a number of years by reason of Missouri river competition our rates upon wheat in sacks from stations Jefferson City and east to Saint Louis,

have been made on any quantity shipments. Owing to the increased expense in the handling of L. C. L. shipments as against carload shipments and our desire for economical purposes to have the grain move in carload lots we withdrew the application of the carload rate on L. C. L. shipments effective with April 22nd, and so far as I can learn notice was filed with all our agents, a copy being also filed in your office. The only change we made in the rate was to discontinue the application of carload rates on L. C. L. quantities, and this we were forced to do for economical reasons.

I will investigate the particular shipments referred to in your letter of August 11th advising you further.

Yours truly,

J. C. LINCOLN.

September 18, 1900—The following was received:

St. Louis, Mo., September 17, 1900.

Mr. Jas. Harding, Secy. Missouri Railroad Commission, Jefferson City, Mo.:

Dear Sir—See yours August 11th and mine August 21st respecting shipment of grain from Osage Mo., to Saint Louis. As stated in our letter 21st ultimo, on April 22nd for economical reasons we found it necessary to cancel the application of the carload rate on L. C. L. shipments of grain in bags, it being customary and logical that a difference should be made between the handling of C. L. and L. C. L. quantities. I learn that through error our agent at Osage City did on July 11th and 12th, respectively, bill two L. C. L. shipments in error at the carload rating, but both shipments were corrected to the L. C. L. basis by the delivering agent.

I believe Capt. Schoener is the complainant in this particular case and as his shipments aggregated nearly a half carload we will be willing to reduce on the particular shipment our charges to the basis of 14 cents per hundred pounds. Can you arrange to have me supplied with expense bill and account sales and I will adjust as indicated above.

Yours truly,

J. C. LINCOLN.

Receipt of above acknowledged September 20, and complainant notified to forward expense bills for correction. Nothing further was heard of the matter. There is no impropriety in charging a higher rate for small lots of any commodity than for carloads.

August 24, 1900—The following were received, in reply to letter, enclosing complaint of rate on logs from Marshall to Kansas City:

St. Louis, Mo., August 23, 1900.

Mr. Jos. Flory, Chairman Missouri R. R. Commission Jefferson City, Mo.:

Dear Sir—I have yours August 22nd respecting movement of logs from Marshall, Mo., to Kansas City. I will forward the papers at once to our agent at Marshall and I have no doubt we can arrange to adjust the matter in line with your suggestion at a very early date.

Yours truly,

J. C. LINCOLN.

St. Louis, Mo., August 31, 1900.

Mr. Jos. Flory, Chairman Missouri Railroad Commission, Jefferson City, Mo.:

Dear Sir—Yours August 22nd. As you suggest we will arrange for protection of 4 3-4 cent rate on the walnut logs shipped by Mr. Warmouth from Marshall, Mo., to Kansas City, it appearing very evident that there was a misunderstanding on the part of Mr. Warmouth as to our rate.

I have retained the expense bills so they can be sent to Mr. J. S. Tustin, freight claim agent, for settlement. This disposition of the matter I trust will be satisfactory.

Yours truly,

J. C. LINCOLN.

Mr. Warmouth was notified by letter, September 5, of action taken by Mr. Lincoln, and it is presumed arrangement was satisfactory, as nothing more was heard regarding the matter.

September 10, 1900—The following was received:

Camden Point, Platte County, Mo., Sept. 9, 1900.

Railroad Commissioner, Jefferson City:

My Dear Sir—Be so kind as to send me statutory rate on cull walnut logs and also cordwood per 100 pounds on former and per cord on latter and oblige.

Very respectfully,

JNO. G. CLARKE, JR.

Answered, enclosing tabulation of statutory rates, and stating that no rates are prescribed for culled walnut logs, and that rates on cordwood, as charged by railroads in Missouri, are very much lower than as shown in table.

September 15—The following was received:

Camden Point, Mo., Sept. 14, 1900.

Mr. Jas. Harding, Secy., Jefferson City, Mo.:

My Dear Sir—Your favor of 12th inst. containing statutory rate on cordwood received. Note that the statutory rate is less than half of the rate asked me by the Chicago, Rock Island & Pacific Railroad. They positively refuse to receive any wood from Edgerton, Mo., by way of Beverly to Kansas City (the distance being 52 miles), but insists upon routing by way of Cameron, 89 miles and charge \$28.50 per car minimum 60,000 pounds, or 12 cords. The rate from here is even higher.

Kindly advise me what course I shall pursue to get the railroad to accept my wood at statutory rate, and can I compel it to route by way of Beverly over the Burlington?

Thanking you in advance for the desired information, I am

Yours very respectfully,

JNO. G. CLARKE, JR.

Answered—The C., R. I. & P. R'y Co. has no joint rate agreement with either the Burlington Co. from Beverly, or the Missouri Pacific Co. from Leavenworth, on commodities shipped from points on the first named road to Kansas City. From Edgerton, it uses its own rails to Cameron Junction, and from that point to Kansas City has a trackage lease of Burlington rails. In billing freight from Edgerton to Kansas City it uses its own shortest route—via Cameron Junction. There is no law in this State by which one railroad company can be required to make a joint rate agreement with another company. Nor can it be required to bill freight beyond its own terminals, in the absence of such agreements. The C., R. I. & P. railway, as per its tariff, G. F. D. No. 1055, on file in this office, makes a rate of 95 cents per ton on cord wood hauled 89 miles. The statute rate for the same distance is \$19.00 per carload of 10 tons, being \$1.90 per 100 pounds. This is in accordance with the ruling of the Commissioners made in 1878 and which has been sustained by the Supreme Court of Missouri. The Commissioners estimated weight of cord wood (hard dry) is 3,500 pounds per cord, being 1¾ tons, which, at 95 cents

per ton would be \$1.65 per cord. Charge on car load of 12 tons at this rate would be \$25.00 on a haul of 90 miles.

The charge of \$28.50 for car load of 12 cords of wood is \$2.573 per cord and there is nothing filed in this office making such rate.

If wood was unseasoned its weight would be greater than for dry wood. Green hard wood is estimated to weigh 4,000 pounds per cord.

So far as appears here the proper charge for the haul of cord wood from Edgerton to Kansas City by the C., R. I. & P. railway via Cameron Junction (its shortest route) is 95 cents per ton in car loads.

No reply was received from Mr. Clark.

September 12, 1900—Following was received:

St. Louis, Mo., Sept. 11, 1900.

Mr. James Harding, Sec'y of Board of R. R. & Warehouse Com., Jefferson City, Mo.:

Dear Sir—We wish to make a complaint against the C. & A. R. R. We applied to this R. R. through their St. Louis Gen. Freight Agent. Also the Chicago Gen. Freight Agent and to the Gen. Coal Agent of the road at Chicago last Dec., Jan. and almost every month, for rates of freight, car loads, soft coal, from East Louisiana and from East St. Louis; also from Chicago to points on their line in this State. They informed us just once that they had no published tariffs, but we did secure a mileage tariff. We are jobbers of blacksmith coal, which we ship from Pa., Md., and Va. to different points in the west. This coal is all sold delivered, and we must know the freight rates to the different points, from the basing points like Chicago, East Louisiana and East St. Louis in order to enable us to calculate the amount of freight per ton. An employe of the St. Louis Gen. Freight Office, named Corbett, did give us a C. & A. tariff, No. 19090, dated March 16th 1896 being a local freight tariff calculated by mileage. This is all that we have had from this road for Mo. points. This C. & A. in conjunction with the B. & O. R. R. according to B. & O. tariff, No. I. C. C. 21, making a joint rate from the coal mines in Cumberland Piedmont region to East Louisiana, Mo., of \$2.45 per ton.

We sold a car of coal in Fulton, Mo., and we calculated the freight \$2.45 per ton to East Louisiana and for the 77 miles from East Louisiana to Fulton, we added the correct mileage rate, with 30 cents per ton bridge toll between East Louisiana and Louisiana, and we at the same time notified the C. & A. what we had done; that we had routed the car that way and what we calculated the freight to be. When the coal was delivered the R. R. Co. charged more than \$20.00 in excess of this, for which we made claim.

Their charge was \$2.35 per ton between Chicago & Fulton, or \$4.65 through; whereas, the entire through rate should have been but \$4.10. The C. & A. had refused to furnish us their tariffs; have refused to furnish us the freight rates that we have asked for, and have refused to refund us this overcharge. We know that the charge of \$2.35 from Chicago to Fulton is excessive, because the maximum charge between Chicago and Kansas City is \$2.25. We know that the C. & A. are hauling soft coal from East St. Louis to Marshall for \$1.60, and the coal freight agent of the C. & A. wrote us when he refused our claim, that their rate from East St. Louis to Fulton was \$1.95. We know that this cannot be so, because their rate from East St. Louis to Kansas City is only \$1.80. We have asked this road for rates to Armstrong, Mo., Bowling Green Mo., Slater, Mo., and other points and they have so far failed to furnish us the desired information.

We make this complaint to you with the hope of getting redress.

Yours very truly,

SLIGO IRON STORE CO.
Per C. HIRDLER.

Answered that the matter was one of inter-state traffic and beyond the jurisdiction of the board, but could be taken to the Inter-State Commerce Commission if desired.

September 14—Following was received:

St. Louis, Mo., Sept. 13, 1900.

Mr. James Harding, Sec. R. R. Board & Warehouse Com., Jefferson City, Mo.:

Dear Sir—Yours of Sept. 12th received. What we really wish the C. & A. to do for us is to compel them to make us just an equitable freight rate from East St. Louis, East Louisiana, Chicago, Ill., Lily, Pa., Douglas W. Va., and Ocean Md., to every point on their line of road in this State. It is absolutely necessary that we have this information. We must have this information in our business and the C. & A. road must be in a position to furnish this information. We are not asking any cut rates. We only wish what is right and do not wish to be charged more than others, and will not pay more for a short haul than a long haul. The C. & A. road has refused us this information. The question is, how can they be compelled to furnish us this information and then abide by it? Referring to our claim for overcharge on car sent to Fulton, we cannot complete that claim just now because the papers for that claim are at present in possession of the C. & A. R. R., but our complaint about the information we want is certainly in time. We have asked for this information repeatedly and we think we are entitled to know this. If you are in a position to compel the C. & A. R. R. to furnish us this information, we wish you would do so. If you are not, and you think that the Interstate Commerce Com. is in a position to compel the C. & A. road to give us this desired information, we wish you would forward this complaint to them, and oblige.

Yours very truly,

SLIGO IRON STORE CO.

Per C. HIRDLER.

Rates wanted are on soft coal, car loads.

Answered that this Board could not require the C. & A. company to make rates to or from any points on its lines outside of this State. The inter-state commerce law requires that carriers shall keep their tariffs posted for public inspection, and that any one interested should be able to find C. & A. tariff filed or posted at stations on the lines of that company. This office has no information regarding rates applying from C. & A. points in Illinois to points in Pennsylvania, West Virginia and Maryland. It may be that the coal in question is billed to East St. Louis, East Louisiana and Chicago. Charging more for a short than for a long haul, conditions being the same, is prohibited by law.

November 11, 1900—Following was received:

St. Louis, Mo., Nov. 10, 1900.

Mr. James Harding, Sec. State Board of R. R. & W. Com., Jefferson City, Mo.:

Dear Sir—Please furnish us with a copy of "Schedule of Reasonable Maximum Rates of Charges, for the Transportation of Freight and Cars on each of the Roads of the State of Missouri," together with a classification of freights. We want especially the tariff that is the legal rate calculated on a mileage basis. We have a tariff issued by the Wabash under which they collect coal freight charges, car loads, based on distances. The Iowa State Board issues such a maximum rate of charges tariff, and so does the Arkansas Board. If the Missouri Board has one, we should be pleased to have a copy. What we particularly want to know is the

limit that a road like the Frisco can charge in territory like they have between Springfield and St. Louis.

We are large shippers of lumber and coal, and we need this distance tariff on roads that do not issue special commodity tariffs on coal or lumber. What we really want to ascertain is if the distance tariff Wabash No. 17450, effective May 1st, 1898, is the tariff now in force in this State. Also would the Frisco road in hauling coal between St. Louis and Springfield be under obligations to haul coal at a rate not to exceed this tariff? We know that they do.

Yours very truly,

SLIGO IRON STORE CO.

Per C. HIRDLER.

Answered—This Board does not publish rate tariffs or classifications. Rates as charged for the transportation of coal on the Wabash and St. L. & San Francisco lines were mailed.

November 15—Following was received:

St. Louis, Mo., Nov. 14, 1900.

Mr. James Harding, Sec. State Board of Warehouse Com., Jefferson City, Mo.:

Dear Sir—Yours of the 12th was received yesterday. Your letter mentioned an accompanying table. We have looked for this table and cannot but believe that you must have overlooked sending it, so please send us one. We do not quite understand your ruling about the San Francisco R. R. We refer to the third line from the bottom of your letter. We will put the question more plain. For instance, the Frisco road charge \$1.25 per ton, St. Louis to Dixon, distance, 135 miles, whereas the rate according to mileage basis of the Wabash No. 17450 is \$1.20 a ton. The Frisco charges just the same, \$1.25, St. Louis to St. Clair, and the distance is only 52 miles, whereas under the Wabash distance tariff, the rate should be 80 cents. Your letter says that the St. Louis and San Francisco have their own tariff. If so, we fail to have ever seen one that is in use east of Springfield. All we have ever known the Frisco to do on coal rates east of Springfield is to make special rates to each point.

An early reply will oblige.

Yours very truly,

SLIGO IRON STORE CO.

Per C. HIRDLER.

Answered—St. L. & San F. tariff, No. 1038a, applying on classes and commodities makes rates on soft coal between St. Louis and all points east of Springfield. The rate from St. Louis to St. Clair is 7 cents per 100 pounds, \$1.40 per ton, being $\frac{1}{2}$ -cent per 100 pounds less than statute rate. To Dixon the rate is $10\frac{1}{2}$ cents per 100 pounds— $\frac{3}{4}$ -cent per 100 pounds less than statute rate. Your statement shows the charges actually made is $6\frac{1}{4}$ cents per 100 pounds to either point. Amendment No. 3 to tariff 1038a, effective October 9, 1899, makes rate on soft coal in car loads, 40,000 pounds minimum, of 80 cents per ton—St. Louis to Sligo and Plank Bank—statute rate being \$2.00 per ton.

If complaint is filed stating specifically the rates complained of, the Commissioners will promptly take the matter up for adjustment. There is nothing in the law prohibiting a "blanket rate," but rate must be reasonable for the shortest haul.

November 18—Following was received:

St. Louis, Mo., Nov. 17, 1900.

Mr. James Harding, Sec. State Board of Warehouse Com., Jefferson City, Mo.:

Dear Sir—Yours of the 15th received. We are not wishing to make a complaint against the Frisco road. We have been writing you at various times, you might say solely with the object in view of getting information. We are not looking to the R. R. to make us any special rates or cut prices. We are willing to pay what is right and legal, but what we did not, nor do we yet understand, is that the Wabash road, in their tariff No. 17450, print in plain English over their rates, that those are Missouri Statute rates, and the table of rates you sent us Nov. 14th is a great deal higher I mean the tariff of March 29th, 1875. It does look to me that that table would be dead by this time. Of course if the table of 1875 is based on a 10 ton car, then the Wabash tariff is a great deal lower and the Wabash tariff cannot be statute rates.

What I want to know definitely is statute rates per ton. Not per car. No car is recognized as 10-ton today. The Fort Scott, Kansas City & Memphis R. R. does not publish a coal tariff between Springfield and Thayer, Mo. Their general freight agent informed me that the Missouri statute rates apply from Springfield southeast. Now, we do not know as yet what is Missouri statute, because this table of 1875 is certainly wrong, and altogether too high. There is not a third-class road in this State that would attempt to charge this rate.

The Arkansas-South Missouri R. R. from Cape Girardeau to Hunter, Mo., is certainly a road in the lowest class, and that road does not begin to make such a charge.

I also would like to know, according to your letter of the 15th, why the Frisco road can make a rate of 80 cents per ton to Sligo, Plank Bank and Steelville when their rate to Mosselle, only 52 miles, is \$1.25, and the cars that go to Sligo, Plank Bank and Steelville for 80 cents must pass through Mosselle, Sullivan, Burbous and Cuba, where the rates are \$1.25. Is it because this 80 cent rate says 40,000 pounds minimum, whereas the \$1.25 rate cars are 24,000 pounds minimum? Now, when we do ship to points like Mosselle and Cuba, and the cars do contain and exceed 40,000 pounds minimum, why should not the 80 cents per ton rate prevail?

Yours very truly,

SLIGO IRON STORE CO.

Per C. HIRDLER.

Answered—Wabash tariff No. 17,450 shows distance freight tariff between stations in Missouri, and has a tabulation headed "Missouri Statute Rates." These rates are not the statute rates, as prescribed in the law, but are the Commissioners' rates of 1886, which took effect May 1st of that year and continued in force until November 1, 1887, when the act of 1887 took effect requiring all railroad companies to file their own tariffs. It was held that by this act the Commissioners' tariff was superseded. Some lines, the Wabash being one of them, retained the old tariff (Commissioners' tariff of 1886). The St. L. & San Francisco never adopted the tariff of 1886, nor under the then existing law, could the Commissioners compel them to do so.

The "statute" rate (Sec. 1194, Rev. Stat. 1899) still remain as maximum rates, above which no railroad company can charge for the transportation of commodities specified in Sec. 1193 of the Statutes. These rates are as in the original act of 1875 and were copied verbatim from the Wisconsin law, known as the "Potter" law. In 1878, the year in

which the law of 1875 practically took effect, the Commissioners made a ruling to the effect that the car load rates as intended by the law, applied to car loads of ten tons, this being the average car load in 1875. Excepting on strictly local traffic, no road in Missouri charges "statute" rates for transportation. Rates on the St. Louis & San Francisco R. R. are, as a rule, somewhat higher than those on some other trunk lines in Missouri, and this has not been considered as unreasonable by the Commissioners, the conditions governing its operation being considered.

St. L. & San F. freight tariff No. 1038a makes a rate of \$1.25 per ton on coal from St. Louis to St. James, Newburg, Dixon, Lebanon, Rolla, Plank Bank and Sligo with a minimum load of 24,000 pounds. This effective September 1, 1896. Amendment No. 3 to this tariff effective October 9, 1899, makes rate on coal 80 cents per ton on a minimum load of 40,000 pounds. Unless it could be clearly shown that the conditions and circumstances justify it a charge of \$1.25 per ton from St. Louis to Cuba, whilst at the same time the charge on a like quantity of coal hauled to Sligo was 80 cents per ton would be illegal.

The Commissioners cannot judge as to the legality of the difference in rates you mention without inquiry. The law prohibits the charging more for a shorter than a longer distance, on like commodities, under substantially similar conditions and circumstances. There is no statute rate per ton. Statute rates apply only on car loads or on a specified number of barrels of certain commodities. For grain, rates are made applying per 100 pounds in car loads. For flour, salt, lime, cement, etc., rates are per barrel. Car load weights are not specified in the law, excepting for sheep and mixed live stock.

No reply was received to foregoing.

In twenty-fourth annual report, pages 131-135, the matter of the complaint of the Des Moines Lumber Co. of Kansas City on account of rates on walnut logs is referred to, and the tariff applying, as finally decided upon by the Commissioners, is shown.

Referring to this tariff the Des Moines Lumber Co. wrote as follows:

Sheffield, Mo., July 21, 1900.

James Harding, Secretary, Jefferson City, Mo.:

Dear Sir—Upon arriving here I find yours of the 14th and 18th, respectively. Our Mr. Lendrum had left for a short vacation before I arrived and I had no opportunity for consulting with him.

I have examined the rate as put in by your Commissioners, and while I still believe it a little excessive we are so anxious to have uniformity and harmony with the railroad people, we are not disposed to do any special amount of complaining.

I think perhaps the worst injustice that the schedule does us is breaking on on 20 miles instead of 5 and 10. That is, to illustrate, from 80 to 100 miles at 5 1-2

cents. The practical effect of that is that it allows the railroad people to charge 5 1-2 cents for 80 miles, which I believe is in excess of freight usually charged in other states for that service. But as I said before, we feel so gratified with the service you have rendered us in this matter that we will most gladly relieve you from any further annoyance so long as the railroad companies will in good faith comply with your schedule.

Yours respectfully,

DES MOINES LUMBER COMPANY of K. C., Mo.

By S. F. PROUTY.

The reduction effected in the rate on culled walnut logs by the tariff finally issued by this Board averaged 20 per cent. The average rate per car was previously \$27.00. The reduction per car is \$5.40, and this applied to a year's business of the Des Moines Lumber Co. (748 cars of logs received) amounts to \$4,039.00, which amount is actually saved to producers, as by reason of the adjustment made the prices of logs at points where loaded were maintained, whereas if the higher rate prevailed, the prices of logs would necessarily have been reduced. On some roads a minimum of 40,000 pounds per car was required. This was to the disadvantage of shippers where there were no scales, as loads of less than 40,000 pounds paid same rate as 40,000 pounds. The minimum car load as established in new tariff is 30,000 pounds.

March 21, 1901—Following was received:

Sheffield, Mo., March 21, 1901.

James Harding, Secretary, Jefferson City, Mo.:

Dear Sir—We have had a shipment of logs from Frankford, Mo., to Kansas City; the distance is 216 miles, and the Chicago & Alton sees fit to charge a rate of 11 1-2 cents. We contend that the rate should be 8 1-2 cents.

We enclose you correspondence bearing on this subject both from us to the Chicago & Alton people and their reply.

You will note that a lumber rate was charged on the originating road.

Kindly let us have your advice as to what is right.

Very truly yours,

DES MOINES LUMBER COMPANY of K. C., Mo.

Answered—The shipment referred to was over two roads, the St. Louis & Hannibal from Frankford to Bowling Green, and the Chicago & Alton from Bowling Green to Kansas City. No joint tariff arrangement between these lines exists applying to Kansas City business. The local rate of the St. L. & H. R. R. on logs is 4 cents per 100 pounds from Frankford to Bowling Green, and the rate for 202 miles as adjusted in June, 1900—being the distance from Bowling Green to Kansas City—is 8½ cents per 100 pounds, an aggregate of 12½ cents. The charge of 11½ cents as made, is not considered by the Commissioners as unreasonable. The rates as adjusted in June, 1900, were not joint tariff rates, but were distance tariff rates applying to individual lines. The St. L. & H. R'y, under the provisions of the law, is entitled to its local tariff in this case.

March 23, 1901—The following was received:

Sheffield, Mo., March 22, 1901.

James Harding, Secretary, Jefferson City, Mo.:

Dear Sir—We herewith inclose you six paid expense bills. This shipment was from Plattsburg, Mo., to Kansas City, a distance of 41 miles, or to be more correct, 40.3 miles.

According to agreement with the other various roads this rate should not be to exceed 4 1-2 cents per cwt., and as there are 263,500 pounds in the lot, and as we expect future shipments from there, we would kindly request you to advise us in the matter, and return expense bills to us as soon as you are through with them.

Very truly yours,

DES MOINES LUMBER COMPANY of K. C., Mo.

Answered—The charges made, being five cents per 100 pounds from Plattsburg to Kansas City, are in accordance with joint freight tariff No. 11, O., K. C. & Eastern, Omaha & St. L., and K. City N. Connecting R'ys, March 1, 1900, approved by the Commissioners. The question of rates on culled walnut logs, as shown by joint tariff No. 11 referred to, was taken up on complaint of a shipper and in letter to complainant from this office, August 7, 1901, it was stated:

"The Kansas City & Northern Connecting R. R. cannot be required to bill freights beyond the termini of its own lines. The conditions under which that company is compelled to deliver freights at Kansas City (paying nearly 40 per cent. of their gross earnings for trackage privileges) are such as yield it very low remuneration for its own service. Under the peculiar circumstances governing in the case the Commissioners do not consider the rates charged by the K. C. N. Connecting R. R. Co. for the transportation of walnut logs as being unreasonable."

November 20, 1900—Following was received:

Rolla, Mo., Nov. 19, 1900.

Railroad & Warehouse Commissioners, Jefferson City, Mo.:

Sir—I send you my bill of sale to get me rebate of \$7.80 overcharges on this car. You ought to have the R. R. Co.'s agent instructed at Rolla, St. James and Newburg to have the rate I made with you enforced. The R. R. Co.'s freight bills show the same rate as before I made the rate with you. I wrote to you some two or three letters, but I have not heard from you. Please give this your attention and oblige.

W. SHINEMAN.

Answered—The live stock rate in force on the St. L. & S. F. R. R. as per amendment No. 4, effective April 18, 1899, is, on cattle 12 cents per 100 pounds, hogs 13 cents per 100 pounds, and sheep 17 cents per 100 pounds from station Knob View to Rolla, inclusive, to St. Louis. These rates do not apply beyond Rolla. To the aggregate car load charge is added \$4.00 per car for delivering at National Stock Yards. The rate from Newburg is 17 1-3 cents per 100 pounds on hogs. In April, 1899, the question of the application to Newburg shipments of the rates apply-

ing to Rolla and points east was taken up with Mr. Russell, G. F. A., but no conclusion was reached. The rates from Newburg to St. Louis have remained as originally shown in tariff No. 400e. The amended rates, as shown in amendment No. 4 to tariff 400e, apply to all Phelps county points, except beyond Rolla. Correspondence has been had with Mr. Stuart of Relfe, Mo., in regard to this matter. With his letter transmitting account sale, was note from you asking the attention of the Board to Mr. Stuart's complaint. Answer was made to Mr. Stewart: The charge of 17 1-3 cents per 100 pounds for the transportation of hogs from points on S. L. & San F. R. R. *beyond* Rolla to St. Louis is in accordance with tariff filed in this office. Transfer charges \$4.00 per car to stock yards are also shown in tariff.

November 21—Following was received:

Railroad and Warehouse Com.:

Relfe, Mo., Nov. 17, 1900.

Gentlemen—Enclosed expense bill of last shipment. Please return papers as soon as convenient.

Respectfully,

S. H. STUART.

SHIPMENT FROM NEWBURG, MO., BY MR. SAMUEL STUART.

Freight on hogs, two cars, at \$19.50.....	\$39 00
Excess freight	8 77
	<hr/>
	\$47 77
Paid freight	\$68 15
	<hr/>
	\$47 77
Overcharges	\$20 38

Mr. Harding, you will please notice overcharges, \$20.38, on these two cars. You will please present this to the Board at once with the balance of bills of sales, suggest the rebate, send the same to Mr. Samuel Stuart, Relfe, Mo.

This is not the first complaint that I have heard from stock men here in Phelps county. I would like to have you give instructions to enforce the rate I got from the Railroad and Warehouse Commissioners, and oblige,

F. W. SHINEMAN.

Answered that bill shows charges on two car hogs, aggregate weight 34,700 pounds, from Newburg to National Stock Yards, East St. Louis, the rate being 17 1-3 cents per 100 pounds to St. Louis—\$60.15, with \$4.00 per car added for delivering at stock yards, total \$68.15. The rate of 17 1-3 cents per 100 pounds is in accordance with S. L. & San F. tariff No. 400e. A rate of 13 cents per 100 pounds applies on hogs from Rolla and points east as far as Cuba, but does not apply beyond Rolla.

December 4—The following was received:

Rolla, Mo., Dec. 3, 1900.

Railroad & Warehouse Commissioners, Jefferson City, Mo.:

Yours of the 21st at hand. I see you have sent my bill of sale back to me; will I get overcharges back from R. R. Co. or not? Will you enforce the rate you made with me from this county? Let me know and oblige.

W. SHINEMAN.

Answered that the rates in force for the transportation of live stock on the S. L. & San F. R. R. from Rolla and points east are the same as arranged in April, 1899, and shown in amendment No. 4 to joint live stock tariff No. 400e, S. L. & San F. R. R., effective April 18, 1899, as follows:

Knob View to Rolla, inclusive.

Cattle in car loads, per cwt.....	\$12 00
Hogs in car loads, per cwt.....	13 00
Sheep in car loads, per cwt.....	11 17

The rate on sheep is for single deck car 10,000 pounds minimum.

By referring to letters to you from this office June 15 and August 9, 1899, you will find a full statement of the action of this Board regarding rates on live stock from Phelps county points.

In letter, June 15, it was stated as follows:

"The rates referred to are the same as quoted to you in letter from this office April 6th ult., and which the Commissioners considered satisfactory. It was the understanding of the Commissioners that you—representing the shippers of Phelps county—were satisfied with the adjustment effected, excepting that you desired the reduction to apply to all Phelps county points, including Newburg. The Commissioners recommended the adoption of the amendment as proposed by you, but as yet no action has been taken by Mr. Russell."

And also, "The rates now in force as shown by tariff filed in this office, and applying on live stock from Rolla and points in Phelps county east of that point, are the same as named in letter of April 8th to you from this office, and if cars are loaded up to and above the minimum prescribed, the rate of 13 cents per hundred pounds is as agreed upon as being satisfactory to you and your constituents."

The shipment shown by expense bill returned to you from this office November 21 last was from Newburg, and the rates charged were in accordance with tariff, as no reduction was made on shipments from points beyond Rolla. The rates from Rolla and points east still remain as adjusted in April, 1899, and as shown in amendment No. 4 before referred to.

No reply was received.

November 27, 1900—The following was received:

Railroad Commissioner, Jefferson City, Mo.:

Webb City, Mo., Nov. 26, 1900.

Dear Sir—On the 14th of this month there was shipped to me, by the Eclipse Manufacturing Co. of Chicago, Ill., a small bill of bamboo ware goods weighing in all fifty-seven pounds. They came by the Kansas City & Memphis. They charged me three dollars, and fifty-three cents. I hold the goods just as they came so that they can be weighed at any time. I called the agent's attention to it (Mr. W. E. Loehner), but he has failed to refund the overcharge. Please look into this matter.

Respectfully,

H. F. McENTEE.

Answered that bamboo furniture or easels wrapped or crated take three times first-class rates. Bamboo curtains boxed take double first-class rates. The charges paid by you are presumably from Chicago to Webb City. If the shipment was made through from Chicago on a specified rate this Board has no jurisdiction—the traffic being inter-state. If charges were for K. C., F. S. & M. service only then Board can take the matter up. Please state as to shipment, and, if possible, send expense bill paid by you.

No reply was received.

December 4—The following was received:

Hon. Joseph Flory, Jeff. City, Mo.:

Lake Creek, Mo., Dec. 3, 1900.

Hon. Sir—Please allow me a question regarding freight rates on galvanized steel stock tanks. Will you kindly look over the enclosed expense bills and advise me whether or not the M.P. R. R. charges me too much freight on the tanks? And how to proceed to get the matter adjusted? It appears to me that the Mo. P. R. R. ought to carry goods at the same rate that other roads are carrying. These tanks are set up 2 1-2x6 feet and 2 1-2x8 feet and 5x6 feet, respectively. Will you kindly advise me about this matter and return the expense bills herewith enclosed. Accept my sincere regret that we failed to land you in the governor's chair this fall. With best wishes, I remain,

Yours very truly,

P. G. MULLER.

Answered that tanks such as shown by expense bills take double first-class rates. First-class rate from St. Louis to Warsaw is 75 cents per 100 pounds; to Mora 62 cents, and to Cole Camp 65 cents. The charges made are to Warsaw \$1.50 per 100 pounds, to Mora 1.24, and to Cole Camp \$1.30, and are in accordance with tariff and classification filed and approved.

December 8, 1900—The following was received:

Hon. Jas. Harding, Sec'y Board of R. R. & W. H. Coms., Jefferson City, Mo.:

St. Louis, Mo., Dec. 7, 1900.

Dear Sir—Enclosed find correspondence handed me by Mr. Hennessey relative to claim of C. Cowherd, Salem, Mo., for damage to shipment of household goods handled over our line between Kansas City and Salem. I have gone into the matter thoroughly, and find this shipment was received from the Burlington at Kansas City in damaged condition, and they are directly responsible.

The rate of 96 cents per hundred pounds is our published tariff and covers release of shipment to a basis of \$5.00 value per hundred weight, and also is at owner's risk. If shipment was handled at carrier's risk, rate would be one and one-half times first class, or \$1.44 per hundred pounds.

There seems to be some merit in claim of Mr. Cowherd, and while the Frisco is not responsible for damage, our Vice-President and General Auditor has written the Burlington, requesting that they authorize some sort of settlement made with Mr. Cowherd.

Am sure the Burlington will do what is right, and will be glad to advise you substance of their reply when received.

Respectfully,

A. J. DAVIDSON,

Salem, Mo., Nov. 24, 1900.

Hon. T. J. Hennessey, St. Louis, Mo.:

Dear Sir—I inclose the papers in a claim made against the St. Louis and San Francisco R. R., the reply to which you will find attached. If I am wrong in supposing that it is within your province to investigate this, please consider the application as prompted by lack of knowledge. The company declares the goods to have been shipped at owner's risk. This I deny. The rate, \$48.40, shows there was no reduction in rate. An entire car could have been obtained for \$70. The damage was done by careless handling in transferring at Cuba on the Frisco. The amount of my claim was \$22, two choice paintings having been destroyed in addition to that which is mentioned on the bill.

Thanking you for attending to this, I am

Yours with regard,

C. COWHERD.

January 21, 1901—The following was received:

St. Louis, Mo., January 20, 1901.

Hon. Jas. Harding, Secy. Board of R. R. & W. H. Commissioners, Jefferson City, Mo.:

Dear Sir—Referring to my letter 7th ult. Mr. Cowherd has reduced claim to \$8.00 and voucher will be issued in his favor at once.

This closes the matter to the satisfaction of all concerned.

Respectfully,

A. J. DAVIDSON, Gen. Supt.

January 5, 1901—The following was received:

Poplar Bluff, Missouri, January 3, 1901.

Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sirs—Please advise if a railway company can legally charge 95 cents per 100 pounds on a single or one-horse wagon and charge and collect for 1,500 pounds when the actual weight is only 650 pounds. In this case they did do it. The wagon was shipped from Joplin with other merchandise, etc., and taken at 95 cents per 100 pounds by the Mo. Pac. Ry agent. But we have no written contract to that effect.

Please let us hear from you at your earliest convenience that we may take the matter up with the Ry. Co. Awaiting your reply, we are yours

Very respectfully,

JOHNSTON & SONS.

By J. A. J.

Answered—Requesting that expense bill be forwarded to this office.

January 22, 1901—The following was received:

Poplar Bluff, Mo. January 21, 1901.

James Harding, Esq., Sec'y Ry. Commission, Jefferson City, Mo.:

Dear Sir—Replying to yours dated the 19th inst., will say we herewith enclose expense bill covering the "one-horse Studebaker" wagon, shipped from Joplin, Mo., to this city. The expense bill does not show it. But the wagon was shipped in a local car with merchandise and other goods. Awaiting your favor, we are

Yours very truly,

JOHNSTON & SONS.

Answered—Asking if wagon was shipped as a part of a car load of merchandise, etc., with a through rate on car load made by agent at Joplin, or was wagon shipped separately. One-horse wagons, taken down, are classified in first-class, with arbitrary weight of 1,500 pounds each. Rates are made on household goods and emigrant moveables in car loads.

but the shipping regulations of the Mo. Pacific Co. provide that the term "household goods" shall be restricted to include household goods and personal effects. Vehicles come under the head of 'Emigrant moveables,' for which no provision is made in classification for less than car load rating upon such shipments moved with household goods. Therefore the rule is that shipments of vehicles should be charged for in accordance with classification—second-class rate. If the shipment of the wagon from Joplin was made as a part of the load of a car provided under special agreement with the railroad agent at a rate per 100 pounds regardless of character of load, then no more could be charged for the transportation of the wagon than the rate per hundred pounds applying on actual weight. If, however, the wagon was shipped without any arrangement with agent as regards rate, it would come under the rules as stated established regarding such shipments, and the minimum weight and rate as charged would apply.

No reply was received.

March 12, 1901—Following was received:

Rockville, Mo., March 11, 1901.

Railroad Commissioners, Jefferson City:

Gentlemen—Our business has been almost killed by the M., K. & T. Ry. discriminating against us, giving competitive stations cars for at least four months. We can stand it no longer. Is there no relief for us? They have ordered all empty box (M., K. & T.) cars sent to St. Louis and our trade has almost quit us. Please give us relief if possible.

Yours truly,

A. F. LOWRY.

The following was referred to this office:

Lamar, Mo., March 16, 1901.

Hon. J. T. Marchand, Kansas City:

Dear Sir—While investigating wrongs in freight rates at Kansas City, please take a look at the rates south on the Memphis road. We pay 49 cents per cwt. from K. C. here, and the merchants at Springfield, 63 miles further away, only pay 29 cents. We have the proof. I am sir,

Yours truly,

F. W. HAGERMAN,

Lamar, Mo.

The following was written in reply:

Railroad and Warehouse Department,
City of Jefferson, March 22, 1901.

Mr. F. W. Hagerman, Lamar, Mo.:

Dear Sir—Your letter of the 16th inst., to Hon. J. T. Marchand, Kansas City, in regard to freight rates from Kansas City south on K. C., F. S. & M. R. R. has been referred by him to this office. Your letter does not state the classes of merchandise on which the charges complained of are made.

K. C., F. S. & M. R. R., Joint Freight Tariff No. 1389, now in effect, makes the following rates:

	1st C.	2nd C.	3rd C.	4th C.
Kansas City to Lamar.....	49c	40c	35c	23c
Kansas City to Springfield.....	49c	40c	35c	25c

These charges are on merchandise in less than car loads. Car load rates are as follows:

	5th C	A.	B.	C.	D.	E.
Kansas City to Lamar.....	18c	20c	15c	10c	8c	7c
Kansas City to Springfield.....	18c	20c	15c	10c	9c	7½c

Rates shown are in cents per 100 pounds.

Same rates apply on merchandise l. c. l. from Kansas City to Lamar and Springfield, excepting on 4th class, which, from Lockwood to and including Springfield, is 25 cents per 100 pounds.

In car loads rates are the same from Kansas City to Lamar and Springfield, excepting that Class D, Kansas City to Kenoma to and including Springfield, is 9 cents per 100 pounds, and to same points rate is 7½ cents per 100 pounds on Class E.

There is nothing illegal in the grouping of rates as shown, the only question arising is as to the reasonableness of the rates made for the shortest distance.

If the K. C., F. S. & M. Co. are discriminating, as stated in your letter, the conditions and circumstances being similar, they are doing so illegally. If the proof of the alleged discrimination can be had, the Commissioners will promptly take up the matter for investigation and action.

By order of the R. R. & W. Commissioners.

Very respectfully

JAMES HARDING, Secretary.

Reply was received as follows:

Lamar, Mo., March 23, 1901.

Hon. James Harding, Sec'y:

Dear Sir—Referring to the enclosure have to say that the rate referred to in letter to Mr. Marchand was 1st. My wife visiting at Springfield, Mr. E. E. Ambrose, 308 South Campbell, asked what rates we paid. Answered 49 cents first class. He replied, saying he could beat us; that he only paid 29 cents. That is all I know, only his remark that everybody paid that there. I do not care to enter a contest, but it seemed so unfair that I wrote Mr. Marchand, thinking the question came within his jurisdiction. I am, sir,

Yours truly,

F. W. HAGERMAN,

Lamar, Mo.

Answered March 25 that there is nothing on file in this office showing lower rates on first, second, third, fourth and fifth classes, or on classes A, B, C, D and E from Kansas City to Springfield than as stated in letter from this office March 22. The S. L. & San F. R. R. makes precisely the same rates to Springfield on the classes mentioned as the K. C., F. S. & M. R. R.

March 21, 1901—The following was received:

St. Joseph, Mo., March, 19, 1901.

Secretary Railway Commission, Jefferson City, Mo.:

Dear Sir—Will you kindly send me copies of Missouri statute rates (distant tariffs) applying on C., B. & Q., H. & St. J. Ry. and K. C., St. J & C, B. Ry.? Also please advise me what rate the K. C. & St. J. & C. B. Ry. are allowed to charge on brick, carload, St. Joseph to Bolckow, Mo. (30 miles). Also advise me if these lines are not compelled to apply the rates as promulgated by the statutes.

Yours truly,

F. W. MAXWELL,

Answered that "statute" rate applying on brick in car loads, St. Joseph to Bolckow, is \$14.00 per car, \$1.40 per ton, and 70 cents per 100 pounds. K. C., St. J. & C. B. tariff makes a rate of 5 cents per 100 pounds on car loads, Class "E," St. Joseph to Bolckow. Rates to Maryville are 4 cents per 100 pounds, to Savannah 3 cents per 100 pounds, and to Forest City $3\frac{1}{2}$ cents per 100 pounds. No more can be charged on brick in car loads, under same conditions, from St. Joseph to Bolckow, than to Maryville—4 cents per 100 pounds.

The Hannibal & St. Joseph R. R. Co. claims exemption from State regulation, under the provision of its charter. Our Supreme Court has not passed upon this question. The K. C., St. J. & C. B. R. R. Co. cannot claim such exemption, nor can any of the Burlington lines in Missouri, excepting the H. & St. J. The K. C., St. J. & C. B. cannot charge more for the transportation of brick from St. Joseph to Bolckow, or to any other point on that line in this State, than, is in the judgment of the Commissioners, a reasonable rate. No complaint has been received regarding rates on brick out of St. Joseph to K. C., St. J. & C. B. points.

April 9—The following was received:

Ridgeway, Mo., April 7, 1901.

Railroad Commissioners, Jefferson City, Mo.:

Gentlemen—In shipping from this station to St. Joseph, a distance of 76 miles, legal rate of live stock \$23.00. I am charged on car of mixed stock, weight, 22,000, \$25.30. This being a mixed car of stock, am I not entitled, under the provisions of section 1089, R. S. '99, to have 24,000 pounds of mixed stock carried to above destination for the rate of \$23.00—that is, if 30-foot car is used, and more in proportion as the car is longer?

Thanking you in advance for this information, I am,

Yours truly,

R. H. GRINSTEAD.

Answered—Referring to the order of the Commissioners, February 4, 1889, regarding rates on car loads of mixed live stock, as follows:

"It is hereby ordered by the Commissioners that the rates as established in section 834 of the Revised Statutes of 1879 must apply to the car load of 24,000 pounds in car of 30 feet in length.

"And the aforesaid rates per 100 pounds as applied to the said car load of 24,000 pounds for its transportation for any distance by railroad within the State of Missouri shall be the rate per 100 pounds for the proportionate car loads of such stock for cars which may be more or less than 30 feet in length. The same rate per 100 pounds will apply in each case to any excess in weight over the minimum car loads of mixed live stock."

In the case presented the distance hauled allows a charge of \$23.00 for a car load of 24,000 pounds in a 30-foot car, being \$0.9383 per 100 pounds. This rate per 100 pounds would apply to car load in car of any

length. The shipment of 22,000 pounds was less than the load prescribed for a 30-foot car, but having ordered a 30-foot car, the charge of \$23.00 would be proper. No more can legally be charged in the aggregate for the less weight than for the prescribed car load.

April 21—The following was received:

Kansas City, Mo., April 20, 1901.

Hon. Sec. Mo. Board of R. R. Comm's, Jefferson City, Mo.:

Dear Sir—Will you kindly advise me at your early convenience if there is a statute providing for rate of \$8.00 per car on sand for twenty-five miles and under, with a provision for \$6.00 additional for the second twenty-five miles? I am advised that this statute will be found on page 396 of statutes for 1899. I shall be very thankful to you for the information.

Yours truly,

E. H. SHAUFLER,
Freight Traffic Manager.

Answered that sand is in Class "J" statute classification, and the rate prescribed is as stated—\$8.00 per car load for first 25 miles and \$6.00 per car load for second 25 miles. Rates actually in force are very much lower. The last rate tariff published by this Board (May, 1886) made rates on sand for 10 miles 55 cents per ton, 20 miles 60 cents, 40 miles 70 cents per ton and so on. Many rate tariffs now in force make still lower rates on sand.

April 25, 1901—The following was received:

St. Louis, Mo., April 24, 1901.

Missouri Railroad and Warehouse Commission, Jefferson City, Mo.:

Gentlemen—Will you kindly advise us, at your convenience, whether a railroad in the State of Missouri can charge a higher rate of freight for a shorter than a longer haul, even though the two points may be divergent from a common point?

Yours respectfully,

BEMIS BRO. BAG CO.

Answered—That section 1124, Revised Statutes 1899, declares it to be unlawful for a railroad company to charge for the transportation of a like kind of property, under similar conditions and circumstances, any more for a shorter than a longer haul over the same line and in the same direction. The right to make a difference in rates from a common point to divergent points would depend upon the conditions and circumstances governing.

April 26, 1901—The following was received:

St. Louis, Mo., U. S. A., April 26, 1901.

Secretary Board of Railway and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—We are having some trouble with rates in S. W. Mo. in regard to charges on furniture in car load shipments. We are advised, and most roads conceive, that the tariff naming maximum charge of \$11.00 a car for the first 25 miles of a haul is operative and applies on all roads within the boundaries of this State. Will you kindly advise if we are right, and if so, give reference that we may locate this law?

Our present trouble occurs with the St. L., Kennett & S. R. R. Co. on two cars of goods delivered them at Campbell, Mo., by the St. L. S. W. R. R. on which they make a charge of \$21.60 per car, or 9c per 100 pounds from Campbell to Kennett, distance being less than 25 miles, we claim overcharge of 3½c per 100 exists. Kindly furnish us such information as possible, accepting our thanks in advance, and oblige.

Respectfully,

SCARRITT-COMSTOCK FURNITURE CO.,
Per C. C. TAYLOR.

Answered that the law fixes a maximum rate of \$11.00 per car load for the transportation of furniture within the State for all distances not exceeding 25 miles.

April 29—The following was received:

Edina, Mo., 4-27, 1901.

Railroad and Warehouse Commissioners:

Gentlemen—Would like answer to the following questions: I ship in quite a lot of corn here for the feeders. Have shipped since January 1st over 20 thousand bushels, and now what I want to know is this: If I am paying by the thousand and 40 thousand is the minimum for ear corn, although the shipping agent bills it at 50 thousand, am I compelled to pay freight on 50 thousand when there really is but 40 thousand in the car? Please answer quick, and oblige.

Yours truly,

W. H. FICKEL.

Answered that in case where corn was loaded in car having 40,000 pounds minimum, no more could be charged than the aggregate rate applying on such minimum, unless actual weight showed excess of minimum. In case presented a charge for 50,000 pounds when but 40,000 pounds was shipped would be illegal.

May 1, 1901—The following was received:

Kansas City, Mo., April 30, 1901.

To the Board of Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Gentlemen—We herewith enclose papers in a claim made by us against the Kansas City Southern Ry. Co., for overcharge in rate on lime and cement shipped from one of our local points less than twenty-five miles distance.

We have twenty-one lumber yards in Missouri on the different lines of railroads, and therefore, have to ship locally between the yards.

Our contention in this case is, that the road has overcharged us on a local shipment of lime and cement between Hume and Richards, Mo., a distance of less than twenty-five miles, and we are advised that the local rate on lime in this case should be 12c per barrel and on the cement 15 c per barrel. This is a small claim, but as we have them coming up frequently, would be pleased to have you advise us of the local charges.

If we are correct in our rate we can take it up again with the railway company on your statement.

Yours very truly,

R. J. HURLEY LUMBER CO.

Answered that the law prescribes a rate of 12 cents per barrel of lime, and 15 cents per barrel of cement, in lots of 24 barrels or more. In the case presented the shipper would be entitled to a rate of 12 cents per barrel on 30 barrels of lime. But as the 15 barrels of cement constitute a

shipment of less than the prescribed 24 barrels, the railroad company is entitled to their less than car load rate on 15 barrels of cement. Cement is fourth class in l. c. l. lots. Kansas City Southern local rate is 11 cents per 100 pounds on fourth class freight from Hume to Richards, so that the rate per barrel (assuming 300 pounds as weight per barrel) would be 33 cents, and on 15 barrels, \$4.95. Total for cement and lime, \$8.55. The rates prescribed by law for lime and cement are not on car loads, but on *lots* of 24 barrels or more, and the loading of 30 barrels of lime and 15 barrels of cement cannot be considered as a *car load* of mixed freight, but must be taken up separately. Had the shipment been 20 barrels each of lime and cement in same car the l. c. l. rate would have applied to each commodity. The proper charge in the case presented is \$8.55 instead of \$10.75, the overcharge being \$2.20.

May 8, 1901—The following was received:

Springfield, Mo., May 7, 1901.

Railroad Commissioner of the State of Missouri, Jefferson City, Mo.:

Dear Sir—I am manufacturing in this place a moth catcher. It is made of tin and is nested tight. I am charged by the railroad company, out of this place, first class rates, to all points of the United States. They first shipped them as hardware, and gave me fourth class rates. I want a third class rate as nested tin. Can you enable me to get this rate? They are put in boxes so that they weigh about one-half as much as the tin itself.

Yours respectfully,

S. A. HASELTINE.

Matter was referred to F. D. Russell, G. F. A., who replied as follows:

St. Louis, Mo., May 13th, 1901.

Mr. Jas. Harding, Secretary, Jefferson City, Mo.:

Dear Sir—Replying to yours of the 8th, regarding classification on moth catchers, the commodity manufactured by S. A. Haseltine of Springfield, Mo.

I hand you herewith copy of letter which we wrote our commercial agent at Springfield on this subject under date of April 25th.

In view of the fact that we are doing all that we can to secure proper classification throughout the territory of the Western Classification Committee, I am somewhat at a loss to understand Mr. Haseltine's complaint.

After noting the attached letter will you kindly return same to me, and upon return of our Mr. Middleton from the Western Classification Committee meeting next week I will advise you promptly what conclusion was reached by that body in case Mr. Haseltine's application reached them in time to be considered. I believe that you will realize from the enclosed that we are doing all we can to establish a thorough classification on Mr. Haseltine's shipments not only to points in Missouri, but all points within the jurisdiction of the Western Classification Committee.

Yours truly,

F. D. RUSSELL.

Mr. Haseltine was informed as to Mr. Russell's reply, but nothing more was heard regarding the matter.

May 30—The following was received:

Eminence, Mo., May 28, 1901.

Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—The Memphis railroad has charged us 45c cwt. on lime, 90c per barrel, and for which surely is too high. The rate from Springfield to Winona is 21c on fourth class. The lime came from Ash Grove, Mo., to Winona, Mo. Is not his rate too high? Let us hear from you.

THE EMINENCE MERCANTILE CO.

By L. J. HAWKINS.

Answered as follows:

Jefferson City, Mo., May 31, 1901.

Mr. A. J. Hawkins, Eminence, Mo.:

Dear Sir—Yours of the 28th inst., relative to charges on lime, via K. C., F. S. & M. lines, from Ash Grove to Winona, has been received. Please state whether rate as charged was on less than 24 barrel lot. Twenty-four barrels or more take car load rates, whilst anything less than that number would take less than car load rates. The distance from Ash Grove to Winona is 150 miles. Statute rate on lots of 24 barrels or more is 36c per barrel for this distance on one line of road. The K. C., F. S. & M. and Current River Railroads are operated as separate lines, with joint tariff arrangements. If on small lot of lime it is likely that you have been charged the sum of the two local rates—Ash Grove to Willow Springs, and Willow Springs to Winona. Please send expense bill, and matter will be further investigated.

Very respectfully,

JAMES MARDING, Secretary.

Reply was received, together with expense bill.

After investigation, letter was written Mr. Hawkins as follows: The rate as charged is in accordance with regulations, being the Kansas City-Grandin fourth class rate. The local fourth class rate to and from Willow Springs is 54 cents per 100 pounds, and on shipments less than car loads and weighing over 5,000 pounds 160 per cent. of car load rate applies. Local rates on Current River R. R. are very considerably higher than on trunk lines, and under the conditions existing there the Commissioners have considered that the rates are not excessive. The charges complained of are in accordance with the tariffs filed.

June 12—The following was received:

Edina, Mo., June 5, 1901.

Railroad and Warehouse Commissioners:

Sirs—I have been shipping some ear corn from Greentop, Mo., to Edina, it comes over the Wabash and O. K. roads and is less than 40 miles over both, and they charge me ten cents per hundred, when the rate from Greentop to St. Louis is nine cents a hundred. Now, this looks to me like it is very unjust, and I would like an investigation by you, or some advice, as I understand the law on a long and short haul you are the ones to regulate these things. They charged me sixty dollars on one car, or the full capacity on one 60,000, when I only had in 37,500. Please look up this matter soon, and let me hear from you.

Respectfully,

J. W. HUMOLT,

Stock Feeder and Shipper.

Answered that the Omaha, K. C. & Eastern and Wabash railroads have no joint tariff arrangement on local traffic such as that from Green

Top to Edina, and each road has charged its local rate of 5 cents per 100 pounds. The law does not require the railroads of this State to make joint tariff arrangements. The charges made per 100 pounds were legal, but the charging for 60,000 pounds when but 37,500 pounds were hauled is illegal—20,000 or more pounds of corn are entitled to car load rates.

June 11, 1901—The following was received:

Holt, Mo., 6-10th, 1901.

Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Gentlemen—We are shipping several cars of old brick from Kearney, Mo., to Trimble, Mo., 55 miles, about 24 miles over the Burlington and about 30 miles over the O. & St. L. R. R. From our understanding of the laws we are paying an excess freight. We inclose you one of our expense bills and ask you to give us what information you can on the subject, and oblige.

Yours, etc.,

JOHN A. EBY.

Answered that there was no joint tariff arrangement between the Burlington and K. C. Northern Connecting R. R. applying on local traffic. The charges made are 3 cents per 100 pounds by the Burlington and $3\frac{1}{2}$ cents by the K. C. N. Connecting—aggregating $6\frac{1}{2}$ cents per 100 pounds. The statute rate for same distance over one line is $7\frac{1}{2}$ cents per 100 pounds, but if statute rate applied to each road the charge would aggregate 11 cents per 100 pounds, being 4 cents for the Burlington and 7 cents for the K. C. N. C.

June 13—The following was received:

Van Buren, Mo., 6-11, 1901

Missouri Railroad Commission:

Gentlemen—Enclosed we send freight receipt and letter that explains itself.

This is simply an outrage. The rate here from St. Louis on vehicles is 65c. This is a first-class steal.

Respectfully,

G. T. LEE.

Matter was investigated and Mr. Lee written to as follows:

“ * * * The fault seems to have been with the consignors in St. Louis in routing the wagon via longest lines in stead of via Williamsville and Hunter. The charge of \$2.10 as made is in accordance with joint tariff and classification, being one and one-half times first-class. Charges would have been 65 cents per 100 pounds less had shipment been via shorter route, although no joint tariff exists between the companies by that route. Rate applies on wagon, boxed or crated, actual weight.”

June 20—The following was received:

Gordonville, Mo., June 19, 1901.

Railroad Commissioners, Jefferson City, Mo.:

Dear Sirs—Enclosed please find papers relative to a shipment we made to

Des Arc, Ark., when we were charged 21c per cwt., which, we claim, is too much according to tariff for same, which, also, please find enclosed.

You will kindly examine all and return to us, and give us your views on this matter, and very much oblige.

Yours truly,

WINKLER & LUPKES.

Matter was investigated and letter written Winkler & Lubkes stating that examination of tariff No. 3135 shows the charges to have been correct. The Cairo rate referred to from Jackson Branch, etc., apply to points *other* than Des Arc, on Des Arc & Northern R'y. To or from Des Arc, Cairo rates apply from Cairo, Cape Girardeau, Bird's Point, Belmont and Columbus, Ky., *only*.

(The traffic referred to was inter-State.)

June 24, 1901—The following was received:

James Harding, Sec'y, Jefferson City, Mo.:

Ridgeway, Mo., 6-23, 1901.

Dear Sir—On June 18th, 1901, I shipped from this place to St. Joe, Mo., one 36-foot car mixed stock, weight, 23,600 pounds. I was charged 11½c, or \$27.14, for this haul, when, as I understand the ruling of the Board, I was entitled to have 24,000 pounds carried for the legal rate of \$23.00, this amount being the legal rate from this station. Will you please advise me the correct solution to the question?

Yours truly,

R. H. GRINSTEAD.

Answered that Mr. Grinstead's understanding as to the ruling of the Commissioners is correct. The statute rate of \$23.00 must apply to a car load of mixed live stock, not exceeding 24,000 pounds in weight, the distance hauled being more than 75 and less than 88 miles.

REGARDING EXPRESS RATES.

August 12, 1900—The following was received:

Sarcoxie, Mo., August 12th, 1900.

Railroad Commissioners, Jefferson City, Mo.:

Gentlemen—I recently moved from Chamols, Mo., to Sarcoxie, Mo. I expressed some chickens and a pair of puppies from Chamols to Sarcoxie. Before shipping I inquired of Chamols agent the rate which he looked up, and quoted \$1.96 per cwt. for live stock clear through. I did not place an extra valuation on either, but shipped by cwt. The chickens and crates weighed 215 pounds; the puppies and crate weighed 75 pounds. I paid for shipping chickens \$4.15, for puppies \$3.80—\$7.95 for 290 pounds all told. Two hundred and ninety pounds at \$1.90—\$5.51, yet I paid at this place \$7.95. Will you advise me if I was overcharged, and what steps to take in case of a rebate? I objected to paying the charges, but agent said they were regular.

Hoping to hear from you soon, I remain

Yours truly,

J. L. BANKSON.

Matter was referred to General Superintendent Fuller, who replied as follows:

St. Louis, Mo., September 5, 1900.

Mr. K. R. Morrow, Acting Sec'y Railroad and Warehouse Dept, Jefferson City, Mo.:

Dear Sir—On August 17th, 1900, you referred to me a letter addressed to you by Prof. J. L. Bankson, Sarcoxie, Mo., and which I return herewith, calling attention to charges made on a shipment by express to his address at Sarcoxie from Chamols on August 7th, 1900.

This shipment consisted of two coops fowls, and one crate dogs. Under our classification the fowls would take single merchandise rate, and the dogs double merchandise rate. Chamols is an office of Pacific Express Co., and Sarcoxie an office of W. F. & Co., proper transfer point being Carthage, Mo. Pac. Ex. Co. rate, Chamols to Carthage, is \$1.50, and W. F. & Co.'s rate from Carthage to Sarcoxie is 40c per 100 pounds. The two coops weighed 218 pounds, and the crate of dogs 75 pounds. The charges should be made as follows:

218 pounds, at \$1.50	\$3.25	
75 pounds, at \$1.50 (two rates).....	3.00	
Total to Carthage		\$6.25
218 pounds, at 40c .....	.90	
75 pounds, at 40c (two rates).....	.80	
Total Carthage to Sarcoxie.....		1.70
Total through charges, as collected.....		\$7.95

Yours truly,

L. A. FULLER,

General Superintendent.

September 8, 1900.

Letter was written Prof. Bankson, stating that the charges complained of were in accordance with tariff filed in this office, and that the reason for the seemingly exorbitant charge is that the shipment had to go over two lines of express, each charging its local rate, there being no joint tariff agreement between the companies.

September 29, 1900—The following was received:

St. Catherine, Mo., September 28, 1900.

Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Gentlemen—In connection with our business we are shippers of poultry, etc., by express. Now, the rate charged us from St. Catherine to Chicago, Adams Express, is \$1.25 per hundred gross weight poultry coops, and all being weighed and charged for at above rate. Now, other agents, at Bucklin and Brookfield, which towns are located respectively on the east and west of us bill there poultry at live weight, making a difference of from 40c to 75c a coop. Also Wells-Fargo Express, located at Bucklin, handles them for a \$1.00 per hundred live weight. Now, gentlemen, we have laid the situation before you, and if there is any way of regulating this we would be pleased to hear from you, as we feel we are being unjustly dealt with.

Very respectfully,

GEO. B. MILLER & SON.

Matter was referred to J. H. Butler, Superintendent Adams Express, for explanation, who replied as follows:

Omaha, Neb., October 8th, 1900.

Mr. James Harding, Sec'y of Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—I have your favor of the 29th in reference to our rate and the weight

we use on live poultry from St. Catherine, Mo., to Chicago, Ill. For your information I may say that we use the same weight at all points, charging gross. Our rates are based on the rates used by the railroad company, and under our contract with them we are not permitted to make a less rate than \$1.25 from that point to Chicago, nor are we permitted to carry express from any point at net weight.

Yours truly,

J. H. BUTLER, Superintendent.

May 31, 1901.

Complaint was received from Wm. Stumpe of Washington, Mo., as follows:

"The express agent at this office in Washington, Mo., refuses to ship any article for me, even if I want to prepay for it. I had poultry here at the express office yesterday morning, May 29th, which they refused to ship, so we were compelled to take them home again or else they would have died in the coop. So we tried them again this morning, May the 30th, and they would not receive them again."

The matter was referred to L. A. Fuller, General Superintendent Pacific Express, St. Louis, who replied as follows:

St. Louis, Mo., June 1st, 1901.

Mr. James Harding, Sec'y Railroad and Warehouse Commission, Jefferson City, Mo.:
Complaint of Wm. Stump, Washington, Mo.

Dear Sir—I beg to acknowledge the receipt of your letter of the 31st ultimo. The origin of this trouble is as follows: The Stump's (there are three brothers) had been shipping produce to a "fake" commission house at St. Louis, and not having received proper returns, or for some other reason, put up two barrels of brick and shipped them to this firm as dressed poultry. The shipment was taken to the address of consignee, No. 1012 North 3rd street, and offered for delivery, but the head of this concern was not in and they were not received. They were put in cold storage and held until next day and again offered for delivery, but was told that the man who represented the St. Louis Commission Company (consignee) had not been there for several days. The barrels were then opened and found to contain bricks packed in straw. Our agent then charged back to the agent at Washington the amount of our charges, \$2.92, to be collected from the shippers, and they refused to pay. Our agent then notified the Stump's that unless they paid these charges he would not receive anything more from them unless prepaid. About 5:00 a. m. of May 30th, they brought to the station a coop of chickens to ship to St. Louis, and offered to prepay the charges, 75c, and tendered a \$50.00 bill, which the porter on duty could not change, and would not give them a bill of lading, and they went away, leaving the chickens. On arrival of the agent at the depot about 7:00 a. m., he found the chickens there and telephoned Stump to know what he should do with them. The reply was that they would have nothing more to do with them, and had turned the matter over to their lawyer. They are evidently seeking trouble.

Our contention is that we are entitled to our charges for the service performed, and that if they refuse to pay us, we need no longer give them credit, and may require prepayment on all shipments they make, and that they must tender the amount and not tender a bill of large denomination and require us to make change.

I believe we can also establish business hours, say from 8:00 a. m. to 6:00 p. m., between which hours all business must be transacted.

You will readily see that these people have started in to annoy us as much as possible.

I will add that the two boxes of bricks were brought to the station after 6:00

p. m., when they knew the agent was not on duty, and the tender of the \$50.00 bill was made to the porter, well knowing he would not be able to give them change. If anything further is required of us we will be glad to give it attention.

Yours truly,

L. A. FULLER,

General Superintendent.

June 3.

Letter was written Mr. Stumpe stating that so far as the Commissioners understood the matter there was no impropriety in the action of the express company, and were of the opinion that the action taken was justifiable. If desired, however, the Commissioners would have an investigation of the complaint.

June 4, 1901.

Letter was received from Mr. Stumpe stating that he desired a hearing of his complaint.

The Commissioners subsequently appointed an inquiry into the complaint of Mr. Stumpe to be held at Washington, Mo., on Monday, June 17. Mr. Stumpe and Mr. Fuller were notified of date and place of meeting.

Inquiry was had as appointed, but with very unsatisfactory result. The complaint of Mr. Stumpe, as brought up by him at the meeting, was of discrimination in collection of express freights, he claiming that parties whose places of business were a greater distance from the express office than his, were given free collections, which were denied him. The free collection limits were found to be as had existed for several years, and well understood by all shippers. No complaint had ever before been made by Mr. Stumpe regarding collections of his shipments, he preferring to use his own wagon. The inquiry was unsatisfactory, the answers to questions asked being desultory and indirect.

June 18, 1901—The following letter was mailed to Mr. Stumpe:

"The Commissioners are of the opinion that the matter is more one of misunderstanding than anything else, and probably the best course to pursue is in the way of compromise. As regards the refusal of the express company to receive your shipments without prepayment, a good reason certainly existed for such refusal, as it was understood by the company that a certain shipment made in the name of the Washington Produce Co., was as a matter of fact made by you, and as no charges could be collected by the company for this service, they very naturally declined to receive further shipments from you without prepayment. As regards the matter of discrimination made in the collection of express freights at Washington, it appears that the collection limits are now as they have existed for a long time, and as well understood by shippers. The law applies only to unjust discriminations. There are discrimina-

tions made by railroads and express companies which are just and proper. The law intends that all shippers be treated alike, under similar conditions and circumstances. Any carrier has the right to make reasonable rules and regulations for its transportation business, and so far as the Board is informed, the regulations of the Pacific Express Company regarding their free collection limits at Washington are reasonable.

The Board recommend that you in your own name, or if desirable, under the name of Stumpe Brothers, make shipments by express as before, with or without prepayment, as you may prefer, as they are satisfied that no further trouble will arise on account of your shipments. There is no question as to your financial standing or your ability to pay any just demands made against you. The Commissioners will recommend to the express company that hereafter they receive your shipments without prepayment as before the misunderstanding between yourself and the company, and have no doubt the recommendation will be accepted. The entire matter of the complaint will then be dismissed and your shipping business go on as before. Please state if the arrangement is satisfactory to you."

Letter was written same day to Mr. Fuller, making recommendation as stated in letter to Mr. Stumpe.

The following was received from Mr. Fuller:

St. Louis, Mo., June 19th, 1901.

Mr. James Harding, Sec'y Railroad and Warehouse Commission, Jefferson City, Mo.:

Dear Sir—I have yours of the 18th relative to the informal hearing of the complaint of Wm. Stumpe at Washington, Mo., and that the Commission recommends that the whole matter be dropped, and that the Stumpe's be treated the same as formerly, which we will do. I think, however, they should pay us our charges on the brick, \$2.92.

Yours truly,

L. A. FULLER,

General Superintendent.

(The following letter received June 5 may be of interest in connection with the foregoing matter.)

St. Louis, Mo., June 4th, 1901.

Mr. James Harding, Sec'y Railroad and Warehouse Commission, Jefferson City, Mo.:

Dear Sir—The bricks came out of cold storage in excellent condition, apparently as sound as when first plucked from the vine, and had lost none of their original flavor, but, unfortunately, there was no market for them, and we were unable to recoup ourselves for lost charges. Had they come here during the car strike last year they would have been in great demand.

Yours truly,

L. A. FULLER,

General Superintendent.

June 22 a letter was received from Mr. Stumpe asking that a rehearing of his complaint be had.

The Commissioners replied July 2nd that "they see no good reasons for reviewing the matter of your complaint against the Pacific Express Co. They do not consider in view of the facts developed at the hearing.

at Washington in June last that any unjust discrimination is made against you as regards the collections of express freights, and are of the opinion that much of the trouble which has existed between you and the express company is in a large degree due to spite work. They hope the suggestion made in their letter of June 18th last will be acquiesced in in good faith and that all your dealings with the express company may be of a satisfactory character."

July 5, 1901—The following was received:

Washington, Mo., 7-4, 1901.

Warehouse Commissioners:

Dear Sirs—Your letter of the 2nd received and contents noted, and will kindly inform you about the Pacific Express Co.'s acquiesced good faith they are showing me for a compromise for June the 21st I received from McLain C. Alcorn of St. Louis, Mo., three empty egg cases and two empty chicken coops. The commissioners paid the regular charges on them which was 35c, and when they arrived here there was 80c due on them yet, which amounted to in all \$1.15 cents (one dollar and 15 cents); then I sent a man to the agent and see if there was a mistake, but he told him there was not, and if you think that just and right let me know.

Respectfully,

WM. STUMPE.

Inquiry was made regarding this matter and the following written Mr. Stumpe July 12, 1901:

" * * * Investigation shows that these cases and coops, filled, were shipped to St. Louis by boat, but returned by express. Had they been shipped to St. Louis by express they would have returned at rate applying on 'empties returned by company which carried same when full.' The rate applied, and of which you complain, is regular merchandise rate and in accordance with established rules of the express company (railroad companies have similar rules), which have been approved by the Commissioners."

July 15—The following letter was mailed Mr. Stumpe:

" * * * Replying to yours of even date. The rate on empty chicken coops and egg cases from St. Louis to Washington, shipped per Pacific Express, is 80 cents per 100 pounds.

The graduated rate tables make charges for any shipments weighing not over 5 pounds 25 cents.

Over 5 pounds and up to 20 pounds.. .. .				30 cents.
20	"	25	"	35 "
30	"	45	"	40 "
45	"	50	"	45 "
50	"	55	"	50 "
55	"	60	"	60 "
60	"	100	"	60 "

July 18, 1901—The following was mailed Mr. Stumpe:

"Yours of yesterday with enclosures relating to weight of coops and egg cases have been received,

"The weight of the coops and cases, as shown by weigher's certificate, was coops, 60 pounds; egg cases, 88 pounds; total, 148 pounds, so that there is but a trifling difference (with express weights) in this regard. Had the coops and cases been shipped at the same time the charge would have been 60 cents per 100 pounds on 148 pounds, or 89 cents total. But the bills show the shipment of the two coops, 88 pounds, on June 11th, and of three cases, 60 pounds, on June 12. If this is correct, and shipments were made on different days, the charges, 55 cents on cases and 60 cents on coops were correct, being in accordance with tariff and graduated scale."

REGARDING TRAIN AND CAR SERVICE.

August 10, 1900—The following was received:

Walker, Mo., 8-28, 1900.

Hon. James Harding, Sec'y Missouri Railroad Commission, Jefferson City, Mo.:

My Dear Sir—On August 16th, 1899, this city notified the M., K. & T. Ry. Co. that they were disregarding section 1075, Revised Statutes of Mo., relating to the stopping of all passenger trains at junction points and intersecting points (this point being a junction point with the K. C. E. & S. Ry).

Mr. M. Sweeney, general superintendent of this company, writes us that inasmuch as the El Dorado branch is a part of the M., K. & T. Co., and as their switch does not connect with the rails of the main line track, they do not have to stop.

The branch train terminals at El Dorado Springs and Nevada (Walker being the junction point with the main line).

We extended the time for the M., K. & T. Co. to September 1st to make the necessary arrangements to make this point a stop for these trains (No. 5 and 6).

The matter upon being brought before our county attorney informs us that section 1143 of article 2 requires this matter to come before your Honorable Body first.

Will you please, at your earliest convenience, bring this matter before the Commission, sustaining this case if we are right and notifying us as to the decision. Awaiting your early attention in this matter, we are, sir,

Yours very respectfully,

F. M. ALLEN, Mayor.

J. A. BUCK, City Clerk.

Answered that the Commissioners on investigation find that by purchase (copy of deed duly filed in the office of Secretary of State) the Kansas City, El Dorado & Southern railroad become the property of the Missouri, Kansas & Texas R'y Co., and has since that time (November 11, 1899) been operated by the last named company. There is nothing in the law which in their opinion requires the M., K. & T. Co. to operate the branch purchased as a separate line, nor do the provisions of section 1143 apply in the case. The operation of this branch, with terminals at Nevada and Eldorado, is lawful, and the Commissioners see no reason for any change in the present train schedule at Walker.

September 27, 1900—The following was received:

Nevada, Mo., September 26, 1900.

Mr. James Harding, Secretary, Jefferson City, Mo.:

Dear Sir—The citizens of Walker, Mo., a town on the M., K & T. R. R., and at the terminus of K. C. & El Dorado R. R., wishes the section 1075, page 357 of the Laws of 1899, enforced as to having the Katy Flyer stop there for passengers and baggage as a public carrier. Some parties at that point has written to you heretofore, and I see they have referred you to the wrong section, which was section 1143 instead of section 1075. By reading the section they are compelled as much to stop where a road intersects as they are where they cross other railroads. The citizens there are very much concerned about this matter. Please bring the matter before the Board at your earliest moment.

Very respectfully,

J. R. Moss.

Answered that the Kansas City, El Dorado & Southern railroad having been purchased by the Missouri, Kansas & Texas R'y Company (deed filed in office of Secretary of State, December 11, 1899), is now a portion of the lines operated by the last named company, and in the opinion of the Board cannot be considered as "another railroad," separate from the Mo., Kansas & Texas R'y as intended by section 1075, R. S. 1899. The M., K. & T. company find it best to operate that part of their line from Walker to El Dorado, with through trains between El Dorado and Nevada, which arrangement is legal, and as stated in their letter, 10th inst., to Mayor Allen, the Board sees no sufficient reason for a change therein.

November 12—The following was received:

Foster, Bates County, Mo., 10-29, 1900.

Timothy J. Hennessey, Esq., Jefferson City, Mo.:

Railroad and Warehouse Commissioner—We are having lots of trouble here getting railroad service. Only one road—it is a branch of Mo. P. from Butler, Mo., to Colmy, Kas.

I have got some wood at Rucker Switch, $1\frac{1}{2}$ miles west of here. I ordered a car a few days before, it came on last Friday, and they sat it on east end of switch and three cars between it and wood and $\frac{1}{4}$ mile from wood, as the wood was on extreme west end of switch. Those cars between were coal cars, same to be loaded at a triple between my car and the wood, my car was a box and the others flats. Next day they sent my car to the wood and before I got it loaded or any wood in it conductor Frazee's train going east, Saturday, 10, 29, 1900, in four flats for coal from west end and shoved my car to east end of switch with six cars between it and wood. I sent two men $1\frac{1}{2}$ miles twice to load it and haven't got a stick in it yet. There is another switch $3\frac{1}{2}$ miles west of here, I have loaded 100 cars of wood and coal within the last year with similar results and ten other men with similar results. H. H. Hhävley, Will Bell, Al Mitzler, Eugene Henford, John Host, Scravens Bros., Farrall & Son, J. Nucomb, and Williams Bros. have had similar experiences and probably 100 others that have gone out of business and left here.

I expect this three hundred, or four hundred cars billed out here at this station every year for the last fourteen years. We are damaged by this kind of business and I have a wood contract for three cars a week and only got one loaded last week and the house asked me to cancel my contract last week as I couldn't fill my orders, same time we cant get cars for 10 days after ordering. Railroad gives us 48 hours to bill out a car after it is set in and if it isn't they charge us \$100 a day damages or \$100 if it is billed out in one hour after 48 hours. Can they make us pay it by law?

If you can't help us we will have to vote for U. S. Railroad.

If there is any help for us we are ready for it, as the great wave of prosperity hasn't got here yet.

Yours.

W. R. WILSON.

Matter was referred to W. C. Stith, Frt. Traffic Manager Mo. P. R'y, who replied as follows:

St. Louis, Mo., December 12, 1900.

Hon. James Harding, Secretary, Railroad and Warehouse Dept.,
Jefferson City, Mo.:

Dear Sir—Delay in acknowledging your favor of November 19th, in relation to complaint of W. G. Wilson, Foster, Mo., has been occasioned by a thorough investigation into the matter. It has been taken up carefully, and I feel satisfied there will be no recurrence of the conditions which brought about your correspondence. If this does not prove to be the case I shall be glad to have my attention called to it further, because it is our earnest desire to afford our patrons adequate service.

Yours Respectfully,

W. C. STITH.

Copy of Mr. Stith's letter was mailed Mr. Wilson with request that he notify this office if the matter of his complaint was not satisfactorily adjusted.

No reply was received.

December 13, 1900—The following was received:

St. Louis, Dec. 12, 1900.

Mr. Joseph Flory, State Railroad Commissioner, Jefferson City, Mo.

Dear Sir—We inclose herewith correspondence which explains itself. Reason for so doing arises from the fact that we are suffering great inconvenience and some pecuniary loss by reason of these detentions, and we have failed in our efforts to remedy same, or get any satisfaction as to whom we shall look for redress.

Will you therefore kindly inform us what are our rights in the premises, and parties to whom we must apply for the remedying of the evil complained of, and for payment of claim for damages sustained?

Your kind compliance will greatly oblige.

Very respectfully yours,

Evans & Howard Fire Brick Company.

PER THOMAS RICHESON, V. P. T.

St. Louis, Mo., Dec. 10th, 1900.

Evans & Howard Fire Brick Co., St. Louis Mo.:

Gentlemen—I return herewith your letter of Nov. 15th and claim of \$83.00 for detention to coal cars, which we must decline, for the reason that we are not responsible for this delay.

These cars were handled promptly after receipt.

Yours truly,

W. C. WATSONS,

Supt. Transportation.

St. Louis, Mo., Nov. 15, 1900.

O. G. Mueller, Esq., Car Service Agent, Mo. Pac. R. R. Co., Equitable Building, City:

Dear Sir—We send you herewith bill for car detention, account various cars of coal shipped us in October, amount \$83.00.

This bill was first entered against the Car Service Association, but we are advised by managers of same that it must be presented to you. On account of delay in these deliveries we have been very much inconvenienced and put to no small expense account of irregularity shown. We hope you will have this bill paid at

once and also remedy present unsatisfactory service being given us on coal coming to our works at this time.

Our coal is shipped from mines on Big Four Railroad in Illinois, near Hillsboro.

Yours truly,

Evans & Howard Fire Brick Co.,

BY J. W. JONES,

Secretary.

Mr. Richeson was informed that if the delay in the delivery of coal, as complained of, was caused by neglect or carelessness on the part of the company handling the cars, the claim for damage would be valid. There is no doubt of the jurisdiction of this Board in cases of this character. The matter will be taken up at next meeting of the Board.

December 19—The Commissioners took up the matter complained of by Mr. Richeson, and decided to take the matter up for adjustment. Mr. Richeson was requested to specify the company against which he desired proceedings brought. He was informed that it would be necessary to prove negligence or carelessness in order to sustain the claim for damages and matter must be brought against the proper parties. Mr. Richeson was informed that the Commissioners would take prompt action as soon as he was heard from.

No reply to this letter was received.

December 15, 1900—The following was received:

Pleasant Hill, Mo., Dec. 14th, 1901.

Commissioner of Railroads, Jefferson City, Mo.:

Dear Sir—I have some clients near Raymore, Mo., who have been trying for three weeks or more to get cars at that point on the Kansas City Clinton and Springfield Railroad to ship out to market, hay and other farm produce which they have contracted to deliver, and the delivery should have been made prior to this date while the Railroad has repeatedly promised to have the cars at that point on a number of occasions, yet they have never received a car, and have therefore been unable to deliver this produce, which necessarily entails considerable loss on the would be shippers and I have been asked to write you to know if there is any means by which you can force this company to furnish cars at this point for the accommodation of these parties.

Respectfully,

H. A. JONES.

Matter was referred to Mr. B. L. Winchell, Gen. Manager K. C., C. & S. Ry, who replied as follows:

Kansas City, Mo., Jan. 16th, 1901.

Mr. Jas. Harding, Secretary, Railroad and Warehouse Dept., Jefferson City, Mo.:

Dear Sir—Your letter of the 15th inst. relative to shortage of cars at Raymore has been referred to General Superintendent Hammond for investigation.

I think you know it is our intention and desire at all times to see that our patrons are well provided for in matter of cars, but when there is such a demand for cars from all directions, as is the case at present, it is a hard matter for us to provide all our customers with all the cars they require.

I will advise you what Mr. Hammond's investigation develops.

Very truly yours,

B. L. WINCHELL,

Fulton.

Kansas City, Mo., Jan. 28th, 1901.

Mr. Jas. Harding, Secretary Railroad & Warehouse Commission, Jefferson City, Mo.:

Dear Sir—Again referring to your letter of the 15th inst. relative to the matter of cars for use at Raymore station.

I have gone into this matter carefully and find that Raymore was as well provided with cars as any other station on the road in proportion to the business done.

The fact is we have been for the past three months short on our orders all the way from 700 to 1300 cars per day.

As I mentioned in my other letter, it is our intention and desire at all times to take the best of care of our patrons, but our business of late has been of such a nature that it was utterly impossible for us to satisfy all shippers, and therefore we did the next best thing we could, which was to make available cars go as far as possible.

Very truly yours,
B. L. WINCHELL,
Fulton.

Mr. Jones was informed of action taken and replied as follows:

Pleasant Hill, Mo., Jan. 31st, 1901

James Harding, Secretary, State, Jefferson City, Mo.:

Dear Sir—Replying to yours of 30th inst. regarding the matter of cars at Raymore, Mo., and in reply will say that the Company have to some extent, supplied cars since our correspondence begun. I want to thank you for your prompt attention to this matter, which I am sure was effective, and will be appreciated by those who had been so much troubled.

Respectfully,
H. A. Jones.

December 16—The following was received:

Piedmont, Mo., Dec. 15th, 1900.

The Honorable Board of Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Gentlemen—Enclosed please find Copy of correspondence, we have other letters also from parties that we deal with, you can see from letters that we are unable to get cars to load where the shipments go to other points than Missouri Pacific points. This causes us trouble and injures our business. We have ordered cars from our agent here for points on Foreign Roads for over a month and then have our orders cancelled by our customers for the reason that we are unable too ship their orders. We will ship this year 600 car loads of lumber and we are at the mercy of the Missouri Pacific Railroad when our shipments go off of their line.

If you can offer any solution of this preplexing matter we would be pleased to hear from you.

Yours very respectfully,
Chas. Carter & Co.,
PER CHAS. CARTER.

Evansville, Ind., May 21st, 1900

Charles Carter & Co., Piedmont, Mo.:

Gentlemen—Yours of may 16th received. Our business transactions with you have been very satisfactory, indeed, and we are very glad to send you orders when we can.

We would like, however, for you to get orders shipped as promptly as possible. There has recently been considerable delay in regard to getting cars on the Iron Mountain which has at times caused some inconvenience and has forced us to ship part of our orders from other sections.

Yours truly,
EVANSVILLE GRAIN CO.

Matter was referred to W. C. Stith, Freight Traffic Manager, who replied as follows:

St. Louis, Mo., Dec. 28th, 1900.

Mr. James Harding, Secretary, Railroad and Warehouse Dept., Jefferson City, Mo.:

Dear Sir—Upon the receipt of yours of December 19th I brought the conditions at Piedmont to the attention of our Car Service Department who advises me that it is true there have been some delays in furnishing equipment at that point but that all orders for the present, there, have been filled. They also advise that this point will be given special attention in order to obviate the necessity for any future complaint and I trust that the situation will be found to have been materially relieved.

Yours respectfully,

W. C. STITH.

Messrs. Carter & Co. were informed of action taken. No reply was received.

February 4, 1901—The following was received:

Wyaconda, Mo., Jan. 30th, 1901.

Mm. McCully Esq., Jefferson City, Mo.:

Dear Sir—We are having very much trouble along the A. T. & S. F. Railroad, should say at Wyaconda, Gorin and Rutledge in getting cars to load with hay or grain for St. Louis. The Santa Fe and Wabash have given us a special rate of 10 cts per hundred for several years and in August 1900 they again gave us the rate up to Jan. 1st, 1901, and at that date gave us a relissue, this applies to Wyaconda and Gorin. Rutledge is 12½. Now since the operators strike we have been unable to get but few cars. Before the strike we had pretty good service, now the Santa Fe will not allow their cars to go to St. Louis and the Wabash say they are short of cars. This has been so far over two months and cannot furnish them. We cannot afford to pay the 12½ ct rate or we might be able to get Burlington Route cars.

Can you not help us out in this matter? We would like very much if you could come up and investigate and see for yourself how the land lays. Trusting you will be so kind and interest yourself in this matter we are,

Very truly yours,

WM. KENIMER & BROS.

Wyaconda, Mo., Feb. 2nd, 1901.

To the Railroad Commissioner.:

Dear Sir—The A. T. and Santa Fe Railroad will not furnish us cars to go to St. Louis. I have had cars ordered for six weeks and they have refused to let their cars go off their line and I made arrangements for cars from the C. B. & Q., they offered to furnish me cars and I ordered them through the Santa Fe agent here and they have refused or neglected to bring them. I have 25 cars of hay, grain and seed that should have been shipped last month, 15 cars, stored and ready to ship now. I am being greatly damaged by this. If you can not investigate this matter please instruct the Prosecuting Attorney of this county to attend to it. I think the A., T. & S. F. Railroad wants to run their road exclusively in the interest of Chicago and Kansas City.

Yours truly,

J. M. WELLS.

The following telegram was sent:

Feb. 4, 1899.

To F. J. Maegley, A. G. & A., Topeka, Kas.

Complaint from two shippers regarding refusal of Santa Fe to furnish cars for shipments of hay and grain to St. Louis from Rutledge, Gorin and Wyaconda. One shipper has 25 car loads waiting. Commissioners insist that cars be furnished at once, under Santa Fe and Wabash joint tariff for these shippers, or arrangements made so that Burlington cars be hauled from Medill, and returned loaded, for delivery to Burlington which will furnish the cars needed. Answer quick.

T. J. HENNESSY,

Chairman.

Reply by wire was received as follows:

Topeka, Kas., 2-5, 1901.

To T. J. Hennessy, Chairman, Railroad and Warehouse.

Your telegram to J. C. Maegly, cars are now en route for Rutledge, Gorin and Wyaconda, will be hurried all possible.

A. W. TOWSLEY,

Mr. Kemmer was notified of action taken.

February 24—The following was received:

Supt. Transportation.

Kahoka, Mo., Feb. 22nd, 1901.

Wm. E. McCully, Esq., Railroad and Warehouse Commissioner, Jefferson City, Mo.:

Dear Sir—A firm of grain merchants of this city, who are clients of mine, by the name of Lang & Arnold complain to me that they are unjustly discriminated against by the K. & W. and Santa Fe railroad in this to-wit: This firm owns and operates an Elevator in this city and do a general grain business of buying and shipping grain, they also have a branch office at Gorin Mo., on the Santa Fe route, operated for them by Thomas Williams of that place, but have no elevator at this place, just simply buy grain there and hold it until the market suits them and then ship it out. Recently this firm had several cars of corn at Gorin in cribs and wanted to ship same to their Elevator here over Santa Fe to Medill and then down over K. & W. railroad to this city and shell it and then reload it and ship it to St. Louis. The Santa Fe refused to furnish them cars to do this and they were compelled to ship their corn over their road to Chicago in the ear at a loss and inconvenience, and now this same firm have two cars of oats at Gorin and they have tried to get cars from the agent at Gorin, also at this place, to ship the grain over C., B. & Q. system to St. Louis, and both agents tell them they cannot get C., B. & Q. cars to load their grain, neither can they get Santa Fe cars to send their grain over C., B. & Q. road. These two roads, being bitter competitors, are trying to pocket my clients which ought not to be. My client also tried to get their grain shipped by way of the Wabash to St. Louis, but the agent at Gorin tells them they cannot get Wabash cars for them.

I would call your attention to section 1215, Revised Statutes of Missouri, with which you are doubtless familiar, and will ask you to investigate this matter thoroughly, and let me know if you cannot bring speedy relief from this unjust discrimination and compel these roads to furnish them with cars so they may ship their grain where they may desire.

Yours truly,

S. J. MONTGOMERY.

Answered that the A., T. & S. F. Co. cannot be compelled to furnish cars for shipments to points beyond its own lines, but section 1120, Rev. Stat. 1899 provides a remedy for the failure of any company to furnish cars for shipments. Under the provisions of that section, arrangement could be made with the Burlington Co. for cars required, which the Santa Fe would have to receive and return. The compensation for the service, if not agreed upon between the parties, could be fixed by the Commissioners.

Sec. 1122, Rev. Stat. 1899, requires railroad companies "to receive and transport each others tonnage, passengers and cars, loaded or empty, without delay or discrimination."

This Board was in receipt of complaint a short time ago from Wya-

conda of a nature similar to that of Mr. Montgomery's client. There is a joint tariff agreement between the Wabash and Santa Fe companies applying on traffic between Santa Fe points and St. Louis. The Commissioners required either that shipments made under Wabash joint tariff or that Burlington cars, if furnished, be hauled down from Medill and returned loaded to that point for delivery to the Burlington. Cars were promptly furnished by Santa Fe and movement effected. This Board is not informed as to route, but shipments were to St. Louis. Mr. Montgomery was advised to demand cars from Santa Fe for shipment of oats from Gorin to St. Louis under joint tariff agreement and if cars were refused to notify this office.

No reply was received to this letter.

February 26, 1901—Following telegram was received:

Wyaconda, Mo., February 26.

Railroad Commissioner, Jefferson City:

We are unable to get cars for St. Louis shipments. Please take it up again.

WM. KEMMER & BRO.

Following message was sent same day:

F. G. Maegley, G. F. A., Topeka, Kan.:

Kemmer & Bro., Wyaconda, state unable to get cars for shipments to St. Louis. Commissioners insist that cars be furnished without delay.

T. J. HENNESSEY, Chairman.

Following reply was received by wire:

Topeka, Kas., February 27.

T. J. Hennessey, Jefferson City:

Your telegram twenty-sixth received. Our operating department advising doing everything possible accommodate Wyaconda shippers. Believe you will find there will be no serious cause for complaint.

F. C. MAEGLEY.

February 27, 1901—The following was written F. C. Maegley, G. F. A., Atchison, Topeka & Santa Fe Ry:

"February 4th inst. complaints of parties desiring to ship grain to St. Louis from Rutledge, Gorin and Wyaconda were referred to you. Complaints were to the effect that Santa Fe company refused to supply cars for shipments of hay and grain, and that in consequence complainants were forced to ship to Chicago. The Commissioners (see their telegram 4th inst.) insisted that the Santa Fe furnish cars for shipments under Santa Fe-Wabash joint tariff or arrange so that Burlington cars could be furnished from Medill and returned loaded to that point and delivered to Burlington company. Your reply, same date, says that cars were en route to move shipments without delay.

February 26th Kemmer & Bro., of Wyaconda, wired: "We are unable to get cars for St. Louis shipments." Matter was referred to you by wire yesterday, and your telegram of this date received in reply, stat-

ing that your operating department was doing everything possible to accommodate Wyaconda shippers.

In letter February 22nd inst. Lang & Arnold of Kahoka, Mo., state that they have an elevator at that point and do a general grain business; buying and shipping, and have a branch office at Gorin, where they buy grain and hold it, awaiting favorable market. Recently they had several cars of corn at Gorin in cribs and desired to ship it to Wyaconda in order to shell it. The Santa Fe refused to furnish cars for the purpose and the corn had to be shipped in the ear to Chicago at a loss and inconvenience. The same firm has two cars of oats at Gorin and want to ship to St. Louis via Medill, but were informed by agent that no cars could be furnished.

Parties also state they endeavored to have their grain shipped from Gorin via Wabash, but agent at that place informed them that Wabash cars could not be had.

The Commissioners understand of course that the Santa Fe company much prefer that shipments of grain, etc., in car loads, be made from points on their lines to Chicago or Kansas City, as they would have the benefit of the long haul, whereas, on shipments to St. Louis, either via La Plata or Medill, the earnings proportioned to the short haul would be very small.

But shippers can decide as to markets for their produce, and it is the duty of the railroads in Missouri to accommodate such shippers in every reasonable way. The matter complained of can be remedied in two ways. One by joint tariff arrangements with the Burlington applying on St. Louis traffic; or by the complainant furnishing his own cars. See Sec. 1120, R. S. Mo. 1899. No doubt he could arrange with Burlington company for cars at Medill. The Santa Fe company must haul these cars from Medill to Gorin or other point when required, and return them loaded to Medill. Compensation for this service, if same cannot be satisfactorily adjusted between parties, would be determined by the Commissioners.

The Board considers the matter referred to as serious and that the shippers complaining have just cause for their complaints. They hope you will promptly take such action as will satisfy all reasonable requirements of parties desiring to ship from points on your line to St. Louis, either via Wabash or Burlington. The laws of this State require this, and the Commissioners will be pleased if you promptly arrange so as to carry out these requirements without the necessity of a formal hearing and order of this Board."

Kemmer & Bro. were also notified of action taken by the Board, and that unless something was speedily done by the Santa Fe people the matter would be taken up for formal hearing by the Commissioners.

March 6, 1901—The following was received:

Wyaconda, Mo., March 6, 1901.

The Railroad Commissioner, Jefferson City:

Dear Sir—I enclose two letters from J. E. Gorman of A., T. & S. Fe, which discloses the attitude of the A., T. & S. Fe Railroad to the shippers of Wyaconda. Now, I have 12 cars of hay stored here awaiting cars, and have been for about two months. I have 10 cars more in the country that I can not move until I get cars. We have a 10-cent rate on hay via of the Wabash to St. Louis. They have been furnishing cars for hay until about January 1, 1901, then they refused to furnish cars, and the A., T. & S. Fe refuses to send cars of their line, so we are completely tied up. I don't expect the railroad to do things that are impossible, but you can see from Mr. Gorman's letters that they are discriminating against this class of trade. They are furnishing cars for other business, because there is more money in it. I am being greatly damaged by this delay. If you cannot come up and straighten these fellows out, I think the law makes it your duty to turn it over to the prosecuting attorney of this county, which I hope you will do.

Yours truly,

I. M. WELLS.

Chicago, Ill., January 4, 1901.

Mr. I. M. Wells, Wyaconda, Mo.:

Dear Sir—Replying to your letter of January 1st, we are from 800 to 1,000 cars short for loading at points on our own line where we get a great deal more revenue out of the traffic than we do out of the hay from Wyaconda to St. Louis, and while I am willing to do everything in my power to furnish the cars you want, I can offer you very little encouragement in this respect. I assume that you have requested our agent at Wyaconda to order cars for you, and I have today myself written to our superintendent of car service, asking him to use his best efforts to supply you with the cars wanted.

Yours truly,

J. E. GORMAN.

Chicago, Ill., March 4, 1901.

Mr. I. M. Wells, Wyaconda, Mo.:

Dear Sir—This will acknowledge receipt of your letter of the 28th ult. As stated to you in my previous communication, I am doing everything in my power to furnish the cars which you want, but the prospects, I must say, are most discouraging. We are very short of all classes of equipment, and, of course, it would not be expected that we would furnish cars for such low grade commodities for points off of our line when we are not able to furnish equipment for business on which the revenue is much greater.

Yours truly,

J. E. GORMAN.

Answered as follows:

" * * * The Board notes that the reason assigned by the Santa Fe officials for not supplying you is 'a shortage of cars.' If this is true the Commissioners are powerless to assist you in the matter, as you were supplied in proper proportion with other shippers. You would have no ground for complaint. But if other shippers at Wyaconda, Gorin, Rutledge, etc., are supplied with cars for like shipments to Chicago and Kansas City it might be shown that unjust discriminations were made, and in that case the Commissioners would have full jurisdiction, so if you can prove that other shippers have been furnished cars for commodities similar to those you desire to ship this Board will promptly arrange for an investigation of the matter at Wyaconda."

To this letter no reply was received.

March 8, 1901—The following was received:

Topeka, Kas., March 8, 1901.

Mr. James Harding, Sec'y Missouri Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—Referring to your letter of February 27th, with reference to shipments of grain from Rutledge, Gorin and Wyaconda.

Upon receipt of your advice, we immediately took the matter up with a view of remedying the difficulty of which you made mention. You doubtless understand, however, that we, like all other lines, are very short of cars at the present time, and it is almost impossible to comply with demands during the present heavy movement of traffic. Immediately upon their receipt of advice, though, we at all times try to give our patrons and friends as little cause for complaint as possible.

Yours truly,

F. C. MAEGLY.

Letter was written March 7 to Mr. D. O. Ives, G. F. A. Burlington lines, in regard to the situation at Gorin and other Santa Fe points as affecting shipments to St. Louis. Inquiry was made as to the furnishing of Burlington cars at Medill for these shipments.

The following reply was received:

St. Louis, Mo., March 11, 1901.

Mr. James Harding, Sec'y Missouri Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—Referring to yours of the 7th about hay and grain from certain points on the Santa Fe, which certain parties wish to ship to St. Louis.

We have, as you say, no through rates, and when we investigated this matter some time ago we concluded this would not be a good time to establish them. We are desperately short of equipment on our own line, and even with rates, would not be able to furnish the cars required for this movement.

We are sorry we are not in position to render any assistance at present, but were conditions otherwise we would be only too glad to do so, particularly as the Commissioners have requested it.

Yours truly,

D. O. IVES.

May 17—The following was received:

Gorin, Mo., 5-16, 1901.

To the Hon. Railroad Commissioner, Jefferson City, Mo.:

Dear Sir—On May 8th, I ordered of Santa Fe agent at this place one box car for oats for St. Louis to load last of the week, there being a Wabash car and also a Santa Fe car on the side track. Agent informed me that I could have the Wabash car. I made arrangements to have the oats delivered the last of the week, and on Thursday, the 9th May, the Wabash car was taken out empty, but the Santa Fe car remained. Then the agent informed me that he had to let the Wabash car go out, but he would get me another car at once, and if not, I could load the Santa Fe car on track then. Then on Saturday oats came in for loading, and agent refused to let me load the car, stating that the car was for some one else to load axe handle timbers, but that he would have me a car on Monday. I then told him if he would let me put this load of oats in the car I would unload it in the car promised Monday. To this he agreed, but Monday, failed to get a car, he forbid me to load it further, still promising to have a car on that day, but the parties wanting to load the car with axe handle timbers were not here. I then asked him for permission to load the car if I got the consent from the axe handle people, who reside at Memphis, some 16 miles from here, I would call them over the telephone. To this he replied I could, and I might tell them that he would place them a car on their wood track that day. This I done, and got an answer that they would not load until the next day, and that would be all right. I then continued loading the car,

and no other cars coming in, the agent taking this car from me on Tuesday, about noon, without saying anything to me about it, and had it set in on the wood track; it then had about 650 bushels oats in it. I kept on, under some difficulty, loading the car. No other car has been set in here up to this time yesterday evening. I finished loading the car, and agent now refuses to accept billing on the car. I now appeal to Your Honor to take the necessary steps to force the company to run this car to St. Louis. The Santa Fe has always been backward about furnishing us cars to load for St. Louis. Quite often we wait from two to three weeks for them. They get us cars for Chicago promptly, but they seem to oppose our shipping to St. Louis.

Car No. 16667, A., T. & S. Fe, containing bulk oats. Amount about 980 bushels. To be billed to Dayton Wooster Grain Co., St. Louis, Mo.
Please advise me what to do in the matter.

Very respectfully yours,

JULIUS MEYER.

May 17—Matter was taken up by wire with Mr. Maegley, requesting investigation and the furnishing of cars immediately.

May 17, p. m.—The following was received:

Gorin, Mo., 5-16, 1901.

To the Hon. Railroad Commissioner, Jefferson City, Mo.:

Dear Sir—Since writing you this morning, agent sent me word that he would bill the car in question, and has done so.

Thanking you for your attention in this matter, I beg to remain

Yours very truly,

JULIUS MEYER.

March 11, 1901—A letter from A. T. Lowry, Rockville, Mo., was received stating:

"Our business has been almost killed by the M., K. & T. discriminating against us, giving competitive stations cars for at least four months. We can stand it no longer. They have ordered all empty box (M., K. & T.) cars sent to St. Louis and our trade has almost quit us."

Matter was referred to A. A. Allen, vice-president and general manager M., K. & T. Ry.

The following reply was received:

St. Louis, Mo., May 17, 1901.

James Harding, Esq., Sec'y Board of Railroad Commissioners, Jefferson City, Mo.:

Dear Sir—Your favor of March 11th, to our Vice-President and General Manager, was promptly referred to me, and since its receipt I have fully investigated the complaint of Mr. A. T. Lowry, and find that his complaint is not based on good grounds, as will be seen by copy of letter dated March 19th, from our agent at Rockville, to Superintendent Davis, at Sedalia, which I herewith enclose you, and I think you will agree with me that Mr. Lowry's orders for cars were filled with reasonable promptness.

I regret the delay which has occurred in communicating this information to you, which was caused by Superintendent Davis filing the papers in his office through an oversight.

Yours truly,

M. SWEENEY,

General Superintendent.

Rockville, Mo., 3-19, 1901.

Mr. J. A. Davis, Superintendent, Sedalia, Mo.:

Dear Sir—

1 car ordered		Nov. 26	Filled Nov. 28	Forwarded Nov. 30
1	Denison,	Nov. 26	" Dec. 4	" Dec. 5
1	B. Rouge, La.,	Dec. 3	" Dec. 4	" Dec. 5
1	Denison,	9	" 11	" 11
1	Milwaukee,	23	" 25	" 26
1	B. Rouge,	Jan. 1	" Jan. 2	" Jan. 2
1	Kansas City,	1	" 2	" 3
1	Denison,	10	" 12	" 14
1	"	18	" 20	" 22
2	"	20	" 21	" 22
1	"	20	" Feb. 1	" Feb. 2
1	Memphis,	Feb. 5	" 5	" 7
1	"	6	" 7	" 9
1	Denison,	8	" 11	" 12
1	"	11	" 12	" 14
2	"	18	" 21	" 22
1	"	22	" 25	" 26
2	"	Mch. 1	" Mch. 2-4	" Mch. 4-5
1	"	2	" 4	" 5
1	Memphis,	2	" 5	" 5
2	Denison,	7	" 13-18	" 15-19
2	Memphis,	9	" 9	" 11
1	"	16	" 18	" 19
1	Denison,	16	Not filled.	
1	Donaldsville,	19	Filled Mch. 20.	

Yours truly,

J. E. SEIB, Agent.

(Signed)

Delay in reply to letter from this office March 11th to General Manager Allen was caused by an error in filing paper in office of General Superintendent Davis.

Mr. Loury was informed as to the tenor of Mr. Sweeney's letter. It was stated in letter to him from this office that the list of cars as ordered and supplied shows that with the exception of the order made March 7th, when there was a delay of 6 and 11 days, and March 16, when no car was furnished, there were no delays of over three days. In the majority of cases cars were supplied within two days after order was placed.

Answer was received stating:

"Your letters did the work. We have all the cars we can use, and have had some pleasure out of the business. Thanking you, I remain,
A. T. LOURY."

April 13—The following was received:

Windsor, Mo., 4-12, 1901.

Board of Commissioners, Jefferson City, Mo.:

Gentlemen—On the 20th of last month I was at Sutherland, Mo., shipping hay. This point has no depot or agent; it is on the Kansas City branch of the M., K. & T. The "Katy" agent at Windsor told me that the morning train on this date would shift and set any cars that I might ask them to do.

When the conductor arrived that morning I asked him to set my cars, as the platform was so short we could load only two cars and still had the third one yet

to load. He simply refused with curses, saying he hadn't time, and left me standing there with five men hired on expenses.

I then had to go to the trouble, extra hard labor, and money out, to build a platform so that I could reach my car to load. I had this car load of hay to drag out of the house and down a thirty foot platform, then down a long slideway, then drag ten or fifteen feet, and lift the same from ground up into car in order to get it loaded and get it off as soon as possible, for this hay was sold on the 1st of January, and I ordered cars of Supt. Davis the first week in January, and he never sent me a car until the 6th of March, which, according to the State law, I could have made him done. I wrote Mr. Davis several times in regard to the treatment I had received, and asked some compensation for same. But he seems to consider it a matter of no concern. Well, I do not propose to do extra work, and pay out money besides, on the account of a railroad conductor.

If you can adjust this matter, all right, if not, I shall take legal steps to protect myself at once.

Very truly,

J. H. JANES.

Answered that the matter complained of was beyond the jurisdiction of this Board, but would be referred to M., K. & T. general offices for explanation, as statement shows that grounds for complaint are good, by reason of inconvenience caused by placing cars.

Matter was referred to General Manager Allen and following reply received:

St. Louis, May 29, 1901.

James Harding Esq., Sec'y Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—Replying to your letter of April 17th, transmitting complaint of Mr. J. H. Janes of Windsor, Missouri.

We are unable to find any account of an order from Mr. Janes the first week in January for cars for hay. The first heard of the matter by Superintendent Davis was a letter received about the first of March. Investigation develops the fact that there is no record of an order for the cars prior to that time. Some delay followed our efforts to provide cars that could run through to destination.

As to the switching of which Mr. Janes complains, the train was late, there was an important mail connection to be made at Paola and the conductor felt justified in leaving the switching to be done by the eastbound train. This should not have been done, however, and the conductor has been properly instructed as to how he shall be governed hereafter. He disclaims any discourteous treatment of Mr. Janes.

I regret the inconvenience caused Mr. Janes and trust that he will find the service satisfactory in future.

Yours truly,

A. A. ALLEN.

Copy of Mr. Allen's letter was mailed to Mr. Janes, who replied as follows:

Windsor, Mo., 6-1, 1901.

Mr. James Harding, Jefferson City, Mo.:

Dear Sir—I have yours of 31st ult., inclosing extract from Gen'l Manager Allen's letter, relative to ordering of cars by us in last January. We instructed Mr. John Elder, the then agent at Windsor, to order cars for us about the first week in January. Each day or so we 'phoned to Mr. Elder asking for any word concerning cars. His reply was always that he was unable to procure cars. Now, according to Mr. Allen's letter, Mr. Davis (Supt. M., K. & T.) claims that he heard nothing concerning these cars until about March 1st.

Now lets see; I will give you a few extracts from Messrs Shanks, Phillips & Co.'s letters of Memphis, Tenn., (Jan. 15).

"We have your favor of 12th, and note what you have to say about not being able to get cars. We understand the situation perfectly, and will do everything in our power to help you. * * * We will take the matter up with the railroad tonight."

Now in the interval between this and the next letter from S. P. & Co. I wrote two personal letters to Mr. Davis.

February 27th we have another letter from Messrs. Shanks, Phillips & Co. in regard to this matter, showing that this happened considerably before the 1st of March.

"We have your favor of 25th, and beg to say that we have written the officials of the M., K. & T. R. R. again on the subject of your cars, but we would also advise you to write to the general freight agent of that road, and tell him that you have been waiting two months for these cars, and that unless they are furnished promptly you will have to take some steps to protect yourself, inasmuch as you have the hay sold, and must deliver it.

It seems to us that they should certainly have been able to furnish you empties before this time, and it may be they are trying to force you to ship it to some market where they can get a longer haul out of it, but there is a law in Missouri which will force them to give equipments for any market.

They have no right to discriminate in favor of St. Louis or any other point against Memphis."

So you see the 1st of March business won't work.

Whether or not their agent, Elder, ever ordered the cars or not, I do not know, yet he would say each time that he had and could get no empties. Whether he did or did not, is not a matter of concern to me as they should have had a man in there that would attend to their business.

I consider the railroad company in debt to us, and as it was their error they should make amends for it. I would like for you to do me the favor to forward this to Mr. Allen, General Manager M., K. & T. R. R.

Thanking you for your kindness in the past, I am, sir,

Very truly yours,

J. H. JANES.

June 4, 1901—Copy of foregoing letter was mailed Mr. Allen, whose attention was called to discrepancies between the statements of Mr. Janes and Superintendent Davis.

James Harding Esq., Sec'y Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—I have just received the result of investigation in connection with your letter of June 4th enclosing copy of one from Mr. J. H. Janes of Windsor, Mo., with reference to alleged failure to furnish cars promptly at Southerland. Mr. Elder, former agent at Windsor, has left the service, and we are without information as to his whereabouts. The records at Windsor do not show orders placed for cars for loading at Southerland as stated by Mr. Janes. Supt. Davis' office finds a letter from Mr. Janes dated Windsor, February 17th, and one dated March 2nd, both apparently having reference to cars for loading at Windsor, but nothing from him with reference to cars for loading at Southerland. Station agents are required to keep a record of car orders in book, form 1298, a sheet from which I attach. If Mr. Janes will in future call for this book and record his orders in it, or file his orders showing the information this book calls for, retaining a copy, I believe it will prove more satisfactory to all concerned.

With reference to cars for loading with hay for the Southeast, it may not be out of place to remark that we find it necessary almost every fall when the heavy movement is on, to decline to allow our cars to leave our rails loaded with hay for the Southeast. We are perfectly willing to furnish cars for movement to the junction with our connections, but as they usually decline to furnish cars for transfer, the shipper is no better off. We are forced to decline to let our cars run through for the reason that they are badly delayed and misused in the Southeast, and it would be but a short time until we would have no equipment available to take care of business offering.

Yours truly,

A. A. ALLEN.

Copy of this letter was mailed to Mr. Janes; no reply was received.

June 12, 1901—The following letters were received in reply to inquiries made on account of alleged scarcity of coal cars on O., K. C. & E. Ry.

Omaha, Neb., June 10, 1901.

Board of Railroad Commissioners, State of Missouri, Jefferson City, Mo.:

Gentlemen—We beg to acknowledge receipt of communication from James Harding, Secretary of your Board, in regard to transportation facilities of the Omaha, Kansas City & Eastern Railroad, and have to advise, that the coal car equipment of this road has been in the past, and is at the present time, entirely inadequate to handle the coal traffic of that line of road. This company during the year 1900 was operating one mine at Danforth, Mo., with a maximum capacity of 550 to 600 tons per day, and during the summer, fall and winter season there was not a week that we did not lose from a half a day to a full day's running time on account of scarcity of coal cars, and had it not been that a railroad company with whom we had a contract, furnished cars with which to load out their coal, we would not have been able to run the mine two days a week full time with O., K. C. & E. equipment. The same conditions prevail with other coal mines located on the same road. This season we are opening up a new mine, at large expense, which will have a producing capacity of say 400 tons daily by the first of October. As yet we have not been advised that any provision has been made for handling this increased business. Other companies are also increasing largely their output, and unless there is at once a large increase in the coal equipment of this system of road, it must be apparent to you that the business of our company and our associates in the coal business will be very greatly embarrassed.

Taking the coal business of the system from mines located at Novinger, Danforth and Stahl, with their present producing capacity, we are of the opinion that there are not enough coal cars, or other equipment suitable to load coal, to afford these mines more than two or three full days' run per week.

Yours truly,

C. B. HAVENS & CO.

Novinger, Mo., June 10, 1901.

Mr. Jas. Harding, Sec'y Railroad Commissioners, Jefferson City, Mo.:

Dear Sir—Your valued favor of the 3rd reached here during my absence. The O., K. C. & E. R. R. have with the exception of an exceptionally brief period for the past three years, always been short of coal cars (my opportunities for knowing about either the demand or supply of box and stock cars is so limited that my opinion is of little value). This shortage of cars has caused many of the operators on their line much trouble, and has compelled them to secure contracts from foreign roads, often at very low figures, because of their adequate equipment and ability to supply cars.

The present coal development on that line will fully equal (long before cars could be built), an equipment of 1,500 coal cars. The present equipment is 275. Copies of communications to Mr. Brimson, General Manager, and Mr. Theo. Gilman of New-York, are enclosed and are fully explanatory, and will plainly show that the matter has been laid before the management in time and in detail.

Yours truly,

R. G. ROMBAUER.

Novinger, Mo., April 5, 1901.

Mr. Theodore Gilman, New York:

Dear Sir—Herewith permit to enclose copy of a letter written to General Manager, Mr. W. G. Brimson, receipt of same was acknowledged with the assurance that everything would be done to secure additional equipment for the transportation of the rapidly increasing output of coal, however, there is no promise either positive or implied in either his correspondence or conversation.

You may remember having met me on your special with Mr. Savin when I urged you to buy the first 300 coal cars; and again when you and Messrs. Gates and Lambert passed over the road.

The fact that most of us out here are comfortably poor, would not in itself be a good plea, but the fact that neither rich nor poor desire to put their money into

unproductive property, will serve me as an excuse for occupying your time with this communication.

Comparatively speaking, it can be truthfully said that by November 1st next, one thousand additional coal cars to your present equipment, will still leave the output of coal at that time much in excess of the car supply (including the contemplated purchase of 1,000) as compared with your present equipment, and the actual coal output now provided even if all demands for cars were supplied.

The equipment of a new coal plant will involve from \$45,000.00 to \$60,000.00; unless the output of a mine so equipped can be promptly transported to market, such expenditure would be a great hardship on us without benefiting anyone. Thus far, the demand for this grade of coal has been so satisfactory that your Mr. Brimson, as well as we, deemed it very desirable to provide for an increased output, and while much expense has been incurred in this direction, we are in much better condition to discontinue now, than we will be in 60 or 90 days from now. Hence, if entirely consistent, please advise if we may reasonably expect an additional supply of coal cars.

Respectfully yours,

R. G. ROMBAUER.

Novinger, Mo., March 11, 1901.

Mr. W. G. Brimson, General Manager:

Dear Sir—Realizing fully as I believe the many difficulties which obstruct your path, in assuming the very difficult task of rescuing properties which had so long been neglected, I approach the subject of a proposed expenditure with diffidence, hence in laying the subject before you, will confine myself to cold facts.

When the properties now in your charge owned 18 coal cars, all told, and I represented to some of the gentlemen financially interested in them, that at least 300 more coal cars would be necessary to permit the coal operators on your line, to compete with their competitors located on other lines, I was given to understand that my estimate was regarded as visionary, yet it is not now, nor has it been for the past year a theory, but an unpleasant condition that the coal car supply was entirely inadequate, and but for the fact that contracts were secured from foreign roads, who supplied their own cars, the mines on your lines would have been idle half the time.

To draw correct conclusions let us compare conditions then, and now. The mines at the time the 300 cars were bought had about the following capacity:

Stahl, American Fuel Co.....	6 cars per day.
Danforth, W. S. Watson	3 cars per day.
Evanston Rombauer Coal Co.....	6 cars per day.

Total 15

Since that time two new mines have been opened and are loading coal into your cars. I have reference to the Stroup Mine, east of Stahl, now owned by Mr. Bedford, and the Kansas City Midland, northeast of Novinger, owned by Mr. Bernard Corrigan. The capacity of these mines have changed.

Stahl, while not now fully employed, can easily load.....	6 cars.
Bedford	3 cars.
C. B. Havens & Co.....	15 cars.
Rombauer Coal Co.....	17 cars.
K. C. Midland	5 cars.

Total 46

It thus appears the capacities have increased more than three fold. In addition to these increased capacities there are now in process of construction, three new plants, to wit: C. B. Havens & Co., south of Spring Creek; Rombauer Coal Co., east of Davis Creek; and the K. C. Midland Co., directly north of Novinger. Either of these should, by the middle of next winter develop a capacity of 25 cars per day, or a total additional output of 75 cars, which, added to the present output, make a total of 121 cars per day, and still the coal field will be in its infancy.

The transportation daily of 121 cars of coal to market, taking 10 days for a car to make a round trip (and your car record will, I think, show that more time is consumed) would require 1,210 cars, or 1,000 cars, in addition to your present equipment.

The new mines now being put down will be entirely valueless to both the carrier and their owners, unless cars are provided to carry their product to market.

Respectfully yours,

R. G. ROMBAUER.

June 15, 1901—The following letter was written W. G. Brimson, general manager, Kansas City:

"During the past year the attention of this Board has been called to the inadequate supply of coal cars for the prompt movement of coal mined at points upon the line of Q., O. & K. C. Ry, operated by the Omaha, Kansas City & Eastern Ry Co. The Commissioners have made some investigations regarding the probable output of the mines referred to, and are fully satisfied that to meet the reasonable demands of the mining companies the present equipment of coal cars alone should be increased very largely. The present developments indicate that 1,200 to 1,500 cars could be advantageously used in the movement of coal, which may reasonably be expected on the line of the Q., O. & K. C. Ry alone.

"In the opinion of the Commissioners, the suggested increase in your facilities for handling the coal produced on your lines is necessary for the benefit of your company, and also for the accommodation of the mining companies who have made their investments at points on your lines with the belief that the supply of coal cars would be adequate for the prompt movement of their output. The increased shipping facilities recommended would directly benefit the railroad company, miners and consumers, and would also indirectly benefit a large scope of territory adjacent to your road.

"Believing that the increase in your equipment of coal cars as suggested would be for the best interests of all directly concerned, as well as for the benefit of the State generally, the Commissioners earnestly recommend the management of the Omaha, Kansas City & Eastern Ry to take such action as will promptly secure the increased coal cars as proposed."

The following reply was received:

Kansas City, Mo., June 24th, 1901.

Hon. James Harding, Secretary Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—In acknowledging receipt of your letter, calling attention to the inadequate supply of coal cars along the line of the Omaha, Kansas City & Eastern Railroad, beg to say that the question has been taken up with the owners of the property, with a view to increasing the supply of such equipment, and I have every reason to believe that, in some way, an addition thereto will be made in time for the fall business. Had it not been for the legal complications in which the O., K. C. & E. has been involved, during the past two years, there is no doubt but that equipment would have been largely augmented before this time. The prospects now are for a speedy settlement of the financial question, the consummation of which will be beneficial, not only to the owners of the property, but also to all those who use this line as their transportation agent.

Yours truly,

W. G. BRIMSON,

General Manager.

REGARDING CLASSIFICATION.

January 13, 1901—The following was received:

St. Louis, Mo., January 12, 1901.

Chairman of Missouri Railroad Commission, Jefferson City, Mo.:

Dear Sir—We understand that on March 21, 1893, the Commission issued an order making the rate on cotton piece goods, third class between all points in the State of Missouri. We would like to know very much, where we can secure a copy of this order, and also a description of just what is included in the meaning of cotton piecegoods. Will you be kind enough to send us this information, or advise us where we may secure it?

Yours truly,
BEMIS BRO. BAG CO.

Copy of order referred to was mailed Bemis & Co:

Order was as follows:

NOTICE OF CHANGE OF CLASSIFICATION.

OFFICE OF

RAILROAD AND WAREHOUSE COMMISSIONERS.

Jefferson City, Mo., March 21, 1893.

To Whom It May Concern:

On and after Wednesday, April 12, 1893, and on all railroads or parts of railroads in the State of Missouri, third class rates will apply on shipments of dry goods as follows:

Any of the following named articles made wholly of cotton, when specific name of articles and name of shipper are plainly marked on outside of packages and stated in shipping receipt or bill of lading, (marking or describing packages as containing "cotton piece goods" will not be sufficient), to wit: Calicoes, Canton Flannels (plain or dyed), Canvas, Corset Jeans, Cottonades, Cotton Warp, Cotton Yarn, Crash (Linen or Cotton), Domestic Checks, Stripes and Cheviots, Cotton Duck, Denims, Drills, Domestic Gingham, Glazed Cambrics, Osnaburgs, Sheetings (bleached and brown), Tickings, Window Hollands, in bales, O. R. C., or in boxes. Also Bags, Sacks or Bagging, other than Burlap, Gunny or Jute, any quantity.

By order of the Railroad and Warehouse Commissioners.

JAMES HARDING,

Secretary.

January 16—The following was received:

St. Louis, January 15, 1901.

Mr. James Harding, Secretary Missouri Railroad and Warehouse Commission, Jefferson City, Mo.:

Dear Sir—On receipt of tnl, will you please wire me, at my expense, if any

change has been made in the order issued by the Commission March 21st, 1893, authorizing the application of third-class rates, within the State of Missouri, on certain cotton piece goods? What I wish to determine is, if sacks, bags and bagging, other than gunny, burlap and jute, have been eliminated from this order.

Very truly yours,

E. S. TOMPKINS,

Commissioner.

Answered by wire as follows:

January 16, 1901.

"No change whatever has been made in the order of March 21, 1893, regarding classification of cotton piece goods."

January 17—The following was received:

St. Louis, Mo., January 16, 1901.

Mr. Jas. Harding, Sec'y Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—We are in receipt of copy of your Notice of Change of Classification, dated March 21, 1893, for which we thank you.

Will you please advise us, in writing, if there has been any change in this description eliminating sacks from this cotton piece goods application?

Yours truly,

BEMIS BRO. BAG CO.

Answered that no change had been made by the Commissioners in the classification referred to.

January 20—The following was received:

St. Louis, Mo., January 19, 1901.

Mr. Jas. Harding, Sec'y Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—We thank you for the notation, dated the 18th, on back of the Notice of Change of Classification.

The information is of much use to us.

Might we ask, had this notice been sent at the time of its issue to all of the railroads out of St. Louis in the territory affected, and is there any reason why the railroads should be in ignorance of the order?

Yours truly,

BEMIS BRO. BAG CO.

All railroads in Missouri were officially notified of the change in classification referred to. The order was made after a formal hearing of the matter, at which the representatives of all the principal lines in the State were present.

February 15, 1901—The following was received:

St. Louis, Mo., Feb. 14th, 1901.

Mr. James Harding, Secretary, Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—Referring to the notice which you issued March 21st, 1893, prescribing Third Class rates on dry goods—We wonder if you could arrange to send us about 350 of these notices. We dislike to bother you for any such quantity, but if they could be furnished us, we would feel under obligations.

We are interested to know if any railroads or any combinations that interest us, have asked you to eliminate the last sentence in this description of dry goods; namely, that part referring to bags. We, of course, are anxious to have this retained in the description, as otherwise Brown Cotton Sacks would revert to second Class, and thus effect quite a heavy tax on every miller west of the Mississippi river.

Yours truly,

Bemis Bros. Bag Co.,

E. W. SPARKS.

A number of copies of order referred to were sent Bemis & Co.

No change had been made in order.

The following letters were received January 23 and February 7, 1901:

St. Louis, Mo., Jan. 22nd, 1901.

Mr. James Harding, Secretary, Missouri Railroad Commission, Jefferson City, Mo.:

Dear Sir—In March 1893 an order was issued by the Missouri Railroad and Warehouse Commissioners requiring the application of 3rd class rates on cotton piece goods, including cotton bags. It is our belief that the intention of the Missouri Commissioners was to apply the 3rd class rates upon the same articles that were embraced in the commodity list as applicable from Chicago and Mississippi River to Missouri points. In January 1900 the Cotton Piece Goods list was amended to conform with the list in effect east of the Mississippi river, cotton bags being eliminated. I believe, therefore, your order should be modified so as to conform with what is known as the Cotton Piece Goods description.

Yours truly,

J. C. LINCOLN.

Kansas City, Feb. 5th, 1901.

Mr. Jas. Harding, Secretary, Missouri Railroad Commission, Jefferson City, Mo.:

Dear Sir—I wrote you several days ago with reference to description to be used in connection with the cotton piece goods list, at which time I expressed it as my belief that the order issued by the Commissioners was intended to cover only the same articles as embraced in the cotton piece goods description, subject to the commodity rate as adopted by the Western lines on business forwarded from Chicago and Mississippi River, the order having been made at the instance of the Dry Goods interests. I do not believe it is contemplated that cotton bags or bagging should take the cotton piece commodity rating.

Yours truly,

J. C. LINCOLN.

The Commissioners took no action in the matter of the elimination of cotton bags from the articles included with cotton goods in their order of 1893, and the classification remains unchanged.

MISCELLANEOUS CORRESPONDENCE.

July 12, 1900—The following was received:

St. Louis Mo., July 12th, 1900:

Railroad Commissioner of Missouri, Jefferson City, Mo.:

Dear Sir—Will you kindly let me know whether there is any provision under our laws, prohibiting one railroad from paralleling another. That is, prohibiting a new road being built within a certain distance of one already established. Your early reply will greatly oblige.

Very respectfully yours,

THOMAS G. RUTLEDGE.

Answered that there is nothing in the laws of Missouri to prevent a railroad from being constructed within a certain distance of another railroad already constructed.

July 17, 1901—The following was received:

Dunlap, Mo., July 16th, 1900.

Joseph Flory.:

Sir—The Omaha & Kansas City & Eastern Railroad runs through my place within a few rods of my house and barn, my hogs and young calves run in lot

by the railroad. They built a five wire fence about a month ago and I tried to get them to build a hog tight fence but they wouldn't do it. I have to put up a fence of my own to keep hogs in. Can they be forced to put up a hog tight fence? I have been informed that you are the proper one to write to for information. Must farmers put up with a five wire fence along a railroad? If not tell me what step to take to secure a hog tight fence.

Yours,
JOSEPH SHIRLEY, Dunlap, Mo.

Answered that this Board had no jurisdiction in the matter referred to. Railroad companies are required to fence their roads "against hogs, shoats, cattle, horses and live stock," and if a company fails or neglects to do this the owner of any land through which the railroad is built is empowered to build the fence required and collect cost from the company by suit at law.

October 9, 1900—The following was received:

Lebanon, Mo., Oct. 8th, 1900.

Commissioners of Railroad:

Gents—Herewith inclosed find account and weights of 10 coops poultry shipped to F. M. Smith of Springfield, Mo.

The 247 springs weight when shipped was 680 pounds. The local No. 39 is due at this place at 1 o'clock and now see by the account sale that the Poultry was not delivered until the following evening. Shipped October 5th. 1 coop hens, weight here 95 pounds. I want you to collect this for me from the company. Let me hear from you.

Yours respectfully,

E. M. FLYNN & CO.

Matter was referred to St. L. & San F. R. R. general office.

October 20, 1900—The following was received:

St. Louis, Oct. 19th, 1900.

Jas. Harding Esq., Sec'y., Board of Railroad Commissioners, Jefferson City, Mo.:

Dear Sir—Replying to yours of October 9th, in reference to complaint of Mr. E. M. Flynn of loss on shipment of live poultry account delay from Lebanon to Springfield. On investigation of this matter I find that the property was delivered to us at 11:30 on the morning of Oct. 5th and could not be handled out of Lebanon until 11:30 p. m., same date; reached Springfield following morning at 11:30 a. m. and was delivered to consignee at 1:30 p. m.

I do not believe that Mr. Flynn can base any serious complaint of slow time on this shipment and it seems unreasonable that in a little over twenty-four hours the poultry should shrink 82 pounds or 10 per cent. of the original weight.

Yours truly,

J. A. Middleton.

It was not thought necessary to take further action in this case. There seems to have been no unnecessary delay in movement of shipment.

December 4, 1900—Complaint was made by D. H. Luckey, State Veterinarian, of the refusal of the Kansas City, Fort Scott & Memphis R. R. Co. to receive cattle for shipment at regular stations on the line of that road from Thayer to Willow Springs, inclusive, the cattle being intended for Missouri points.

Mr. Luckey stated there were large numbers of cattle awaiting shipment at station referred to and that by reason of the refusal of the railroad company to receive and transport them, their owners were subjected to heavy loss and damages. The cattle had all been inspected as required by State law and had a clean bill of health.

The matter was referred to Mr. Riddell, G. F. A., referring him to the law governing duties of carriers in receiving and carrying stock, and to section 10551, Rev. Stat., which exempts any railroad from liability for any damage resulting from the shipping of stock which have been inspected by the proper authority and a certificate of health given. Prompt attention was requested.

December 7, 1900—The following was received:

Kansas City, Mo., Dec. 8th, 1900.

Hon. James Harding, Secretary, Railroad Commission, Jefferson City, Mo.:

Dear Sir—Replying to your favor of Dec. 4th, regard to our lines refusing to receive cattle from our stations, Thayer to Willow Springs, inclusive, destined to points in Missouri.

I wish to advise that we have given our agents authority to accept these shipments as well as shipments from points in Arkansas in accordance with advance notice No. 22 to Amdt No. 1 to our circular 242, copy of which I attach.

Yours truly,

J. D. RIDDELL, G. F. A.

Mr. Luckey was notified by wire of action taken and the following was received from him.

Fayette, Mo., Dec. 10th, 1900.

Hon. James Harding, Jefferson City, Mo.:

Dear Sir—Your telegram in regard to shipment of cattle from stations between Thayer and Willow Springs to other points in Mo., received here today. I am glad the thing has been straightened out and am very much obliged to you for the interest you took in the matter.

Sincerely,

D. H. LUCKEY, State Veterinarian.

December 21, 1900—The following was received:

Sandstone, Mo., Dec. 20th, 1900.

Hon. Joseph Flory, Railroad Commissioner, Jefferson City, Mo.:

Sir—I have claim against the M. K. & T. Railroad Co. for \$6.20 for sugar lost on said road on October 12th, 1900. I have written to them several times and cannot hear from them. I therefore ask you to look after the matter for me.

M. B. BURR & CO.

Referred to M., K. & T. general offices.

December 23—The following was received:

St. Louis, Mo., Dec. 22nd, 1900.

Mr. Joseph Flory, Chairman Railroad and Warehouse Commission, Jefferson City, Mo.:

Dear Sir—Replying to yours of the 21st inst., with reference to complaint from M. B. Burr & Co., Sandstone, Mo., have to advise that their claim for loss of one sack of sugar is covered by the above number.

This claim was received by us on Nov. 28th, and we have hardly had time to

make the necessary investigation. This claim is being given prompt attention and we hope to be able to notify the claimants shortly, just what action we will take.

You, of course, appreciate that it is necessary for us to make some little investigation before making definite settlement, and in this case we have not, as yet consumed an unreasonable amount of time. I have made a careful search of our office, and do not find that we have received any communication from claimants except the one transmitting the claim.

Papers in this claim are now with one of our Agents, and as soon as they are returned we will be able to determine just what we can do.

Yours truly,

C. H. MORRILL, A. G. F. A.

January 2, 1901—The following was received:

St. Louis, Mo., Dec. 31st, 1900.

Mr. Joseph Flory, Chairman, Railroad and Warehouse Commission, Jefferson City, Mo.:

Dear Sir—Referring further to your favor of the 21st inst. with reference to complaint from M. B. Burr & Co., Sandstone, Mo., beg to advise that papers in their claim have just been returned today.

We have not been successful in locating shipment, and will issue voucher today in favor of claimants.

Yours truly,

C. H. MORRILL, A. G. F. A.

Burr & Co. were notified of action of Mr. Morrill.

January 12, 1901—The following was received:

Bolckow, Mo., Jan. 11th, 1901.

Railroad Commissioner, Jefferson City, Mo.:

Gentlemen—I would like to call your attention to our town, Bolckow. For the past five years or more the freight trains hold our crossings from one half to three fourths of an hour almost every day, and myself a great many times have went to them to get across in a case of sickness and then would have to wait until they were ready to leave before I could get across. If it is so you can, I wish you would instruct them not to hold the crossing so long. Can get 200 more names if you choose them. I am not a kicker but it makes it bad for me or all of us when we are in a hurry to make a call.

Truly yours,

DR. HEFLIN, Bolckow, Mo.

Matter was referred to S. E. Crance, general superintendent, who replied as follows:

St. Joseph, Mo., Jan. 15th, 1901.

Mr. James Harding, Secretary, Railroad and Warehouse Dept., Jefferson City, Mo.:

Dear Sir—Your letter 12th, saying claim is made on account of blockade of streets in Bolckow, on the Hopkins Branch, of the K. C., St. J. & C. B. Our employes have been cautioned, and if there is any more complaint we will have to give some of them a shaking up, if due investigation finds them guilty.

I shall be glad to have my attention called to any similar cases in the future.

Yours truly,

S. E. CRANCE, Gen. Supt.

January 12—The following was received:

Caruthersville, Mo., Jan. 11th, 1901.

State Warehouse and Railroad Commissioner, Jefferson City.:

Dear Sirs—We inclose you bill of lading, issued by the St. Louis, Kennett

& Southern Railroad. The information we ask of you is, is this bill of lading issued according to law? Please advise us and greatly oblige.

Yours respectfully,

SMITH MERCANTILE CO.

Please return bill of lading to us.

Answered that the bill of lading enclosed is in usual form, and so far as this office is informed is legal, except, perhaps, as regards limitation of time within which a claim must be filed.

Complaint of citizens of Nodaway county regarding insufficient fencing of line of Omaha & St. Louis Ry was referred to General Manager Brimson, who replied as follows:

Kansas City, Mo., Jan. 31st, 1901.

Hon. James Harding, Secretary, Railroad and Warehouse Dept., Jefferson City, Mo.:

My Dear Sir—Have your favor of the 30th, relative to fences along our line, between Dawsonville, Mo., and the Iowa State line, and beg to say that some of the fences are certainly not what they should be, and no one regrets it more than the present management, upon whom the burden of losses for stock killed, rests; but I beg to say that we are doing everything possible to put these fences in condition. During the year 1900, we built more than sixty miles of new fences, built wing fences and put in cattle guards at every crossing in Missouri, so that you can see we are not idle. We shall continue to build fences all of 1901, and hope, finally, to accomplish the end in view. One difficulty we find is this, that we have been building too good a fence, and the result is that a great many farmers, seeing their neighbors with a better fence than theirs, immediately are dissatisfied and want the new fence. This we can not do, and am not advised that the law compels us to do anything of this kind. You may rest assured, however, that as quickly as the management can get to it, all fences will be put in proper condition.

Yours truly,

W. G. BRIMSON, Gen'l Mgr.

Complainants were informed of Mr. Brimson's intentions regarding the fencing complained of.

March 4, 1901—The following was received:

Excello, Macon Co., Mo., Mch. 1st, 1901.

Mr. W. McCully, there is three hundred yards of railroad not fenced right west of Excello joining my pasture, which we have been trying to get fenced in for years and it has not been done yet. I want a fence there so I can pasture my stock. I desire you to look after it. Please have a fence put there as soon as possible and oblige. This is on the Cole road, Wabash west of town as I have stated.

W. R. BROCK.

Answered that the Commissioners had no jurisdiction in the matter of fencing of railroads, and referring to the Statutes regarding fencing.

April 3, 1901—The following was received:

Evona, Mo., April 2nd, 1901.

Gov. A. M. Dockery.:

Dear Sir—Will you please use your influence with the Railroad Commissioner to get us a fence on the Q. O., K. C. & E. Railroad between Evona and McFall. There is no fence on the right of way and they wont furnish material or anything to do it with and we can not protect our crops with fence in such condition, as there

is lots of places where there is no fence between pastures and farm land. I can get a petition with all the land owners along this road if necessary. Yours respectfully and democratic.

J. V. STEVENSON.

Answered referring Mr. Stevenson to the Statutes regarding fencing of railroads.

April 14—The following was received:

Armstrong, April 13th, 1901.

Mr. W. E. McCully:

Dear Sir—I write you for some information that I want, your work is with the Railroad Co. and doubtless you can tell me what we want to know as we have been asking the Railroad Co. for a crossing out Main street. It would take an overhead bridge. They after so long a time, agreed to build it provided we would give them \$2,500, the best judges we can get say the bridge would cost about \$1,200 to \$1,500. They know we could not raise the money hence their offer. Now we havent but one crossing in the town and that is at the extream east end of town where it is used but very little except driving stock to stock pen. Besides this the Co. road crosses the Railroad in town, we can get across there but it is dangerous as it is a short turn in the street and a large two story house sets right on the turn as you remember the turn where we go to Fayette. There has been two wagons badly damaged by running into them with cars and besides lots of narrow escapes. Our streets is blocked in four places by the Railroad on both sides and we have a city the fourth class which gives us some extra privileges over a village. If you can put us on to anything that will help us out I assure you the whole town community will appreciate it. Let me hear from you.

Yours truly,

GEO. F. SNOUDY.

Answered that perhaps the better way to arrange for the needed crossings would be to have bridges built at joint expense of city and railroad company. As regards the obstruction of streets by the railroad company, full authority is given the municipal authorities to provide and enforce all proper regulations. Should it be found necessary to open a new street, it can be done under the provisions of section 5879, Rev. Stat. 1899, and section 1108 requires railroads to construct and maintain good and sufficient crossings of streets so opened.

May 16, 1901—The following was received:

Kansas City, Mo., May 15.h, 1901.

To the Hon. Board, Railroad Commissioners, State, Mo.:

Gentlemen—Enclosed I hand you the papers of a claim on shortage of coal strewn from their team track. Now they practically admit the justice of claim, but decline on grounds of liability. The Railroad places a car of coal on their own team track, have a team track man to watch this car, require an order to get coal (from the consignee) or if our wagons have our sign or name on, can get coal, are allowed three days free; but thereafter have to pay \$1.00 per day demurrage. Now this coal is all the time on their team track. According to their rulings what protection have we for our property, if we never get a load of coal out of a car we would still have to pay for it etc., just the same. I would like to have you decide if we have any protection while coal is on their team track. My claim is coal was stolen from 3 p. m. Nov. 14th, to 10 a. m. Nov. 15th, 1900 and think Mo. Pacific Railroad should pay it.

Very respectfully,

C. S. WHITNEY.

Answered as follows:

May 22nd, 1901.

Mr. C. S. Whitney, Kansas City, Mo.:

Dear Sir—Replying to yours of 15th, inst. received on 16th relating to your claim vs. the Missouri Pacific Railway Company on account of shortage in coal alleged to have been taken from a car standing on a team track of said Railway Company at Kansas City.

Examinations of the matter submitted, shows that the question is one beyond the jurisdiction of the Board as it affects neither charges nor transportation.

The question of damages in this case is strictly a legal one. This Board could of course give its opinion as regards the equity of your claim with a recommendation as to such adjustment of the matter as they might decide to be proper, but could make no order regarding it. The railroad Company would not be obliged to carry out any recommendation made by the Commissioners.

The facts in the case seem to be, that the car of coal referred to by you was placed upon a team track of the Missouri Pacific Ry. at Kansas City and you as consignee were notified of its arrival and disposition and proceeded to unload the coal. A portion of the coal was hauled away in your wagons and in an interim of unloading by your employes a considerable quantity was removed by unauthorized parties.

The liability of the railway company for the taking of this coal by such unauthorized parties would depend upon the question of delivery. There must be an actual or legal delivery of property to a consignee before the carriers responsibility ceases.

Illinois Supreme Court holds that where a carrier is not required or expected in the usual course of business to remove coal and analogous commodities from the car liability terminates by the delivery of the car in a convenient position for unloading, at such places as is customary or if no such place is designated on its side track in the usual and customary place for unloading by consignee.

Applying this decision to your case it would appear that upon the arrival and placing of the car of coal upon a track where it was usual for you to unload coal consigned to you and the subsequent unloading of a portion of the load by your employes that all responsibility of the railway company either as carrier or warehouseman ceased. If this view of the matter is correct your claim would be disallowed in any court.

Had the loss of coal occurred before delivery to you and before your employes commenced unloading, there would be no question as to the liability of the railroad company.

Among many decisions of courts regarding the liability of carriers are the following:

The payment of freight charges by a consignee, after notice of arrival, is equivalent to a delivery of property so far as to throw the risk of loss upon the consignee.

To establish the liability of a railroad company for loss of property after its arrival at destination it is necessary to show that the company was negligent in its duties, either as carrier or warehouseman, in not showing proper care and diligence in care of the property, such as was usually exercised by such company.

The liability of a railroad company as a common carrier continues until property is delivered at destination, and owner or consignee has had reasonable opportunity to remove it.

The burden of proof of negligence is on the plaintiff, and the mere presumption of negligence is insufficient. In case where property was lost upon a side track after arrival, it was claimed that loss was due to the negligence of the railroad company, but court held this assumption to be too remote. Owner or consignee must make out a prima facie case of negligence on the part of carrier. This being done, then burden will rest upon carrier to show that loss was not occasioned by his negligence.

Where a carrier has safely transported property to destination, and is holding it as warehouseman, awaiting its delivery, and property is feloniously stolen, the company is not liable, even as a warehouseman.

In the event of the failure of a consignee to designate a place of delivery, the contract of carriage will terminate when cars are placed in proper and safe position at the usual and ordinary places for keeping or storing cars containing like freight on company's track, where they can be safely and conveniently unloaded.

A common carrier who has performed his contract for the carriage of property will still remain liable for its care and custody until delivered to owner, or has offered to deliver to owner, or done what the law esteems equivalent to delivery.

Evidence as to the usages of business in the vicinity may be received to show when the liability of a common carrier ceases.

Responsibility of a carrier commences with the receipt of property and continues until its delivery at destination.

After arrival at destination a carrier is liable only when negligence is shown, and warehousemen are only bound to show reasonable care.

After the arrival of property at destination, and until its delivery to consignee or owner, the liability of a railroad company as carrier ceases, and its liability as a warehouseman commences.

As has been stated hereinbefore, the Commissioners have no jurisdiction in the case presented by you, but their opinion, with their understanding of the matter, and following the decisions of the courts, would be that unless you can clearly show your loss was occasioned by the negligence of the Missouri Pacific Railway Company your claim for damages is invalid.

Very respectfully,

JAMES HARDING, Secretary.

June 10—The following was received:

Pleasant Hill, Mo., 6-8, 1901.

Hon. James Harding, Secretary, Jefferson City, Mo.:

Dear Sir—Have the Railroad and Warehouse Commissioners been favored yet with Gen. Crow's opinion respecting the rights of this city in re the old branch railroad? We are anxious for action to be taken in this matter at earliest possible date, and I ask that you advise as to whether the Board has been advised as to their rights under the law?

Yours very truly,

GEO. W. BRUCE, Mayor.

Answered that no reply had as yet been received from the Attorney-General to letter from this office, asking his opinion as to the authority of this Board to require daily train service on the Pleasant Hill branch of the Kansas City, Clinton & Springfield railway.

June 12, 1901—The following was received:

Jefferson City, Mo., June 12, 1901.

Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Gentlemen—I beg to ask you if the St. Louis Terminal Railway Association of St. Louis has leased the property of the St. Louis Merchants Bridge Terminal Railway? Also, if any operating arrangement has been made by which the Terminal Railway Association of St. Louis controls and operates the St. Louis Merchants' Bridge Terminal Railway Association.

Permit me to respectfully call your attention to the provisions of section 1062 of the Revised Statutes of 1899, which makes it unlawful for any railway, corporation or individual operating or managing any railroad in the State of Missouri to enter into any contract, combination or association or by any manner or means whatever consolidate the stock, property, etc., of any competing railway. Allow me to inquire if under the terms of the statutory provisions of the Revised Statutes of 1899 your Honorable Board has required any report as to consolidation or control of the stock of the St. Louis Merchants' Bridge Terminal Railway Association by the St. Louis Terminal Railway Association. Permit me also to inquire if any

contract or leases of any kind or class between said two corporations above named is now on file in the office of the Board of Railroad and Warehouse Commissioners, and if any agreements of any kind are in the possession of your Board, I would be glad to be furnished with copy of same at once.

Very truly yours,

EDWARD C. CROW,

Attorney-General.

Answered as follows:

Jefferson City, Mo., June 12, 1901.

Hon. E. C. Crow, Attorney-General:

Dear Sir—Answering yours of even date. There is nothing on file in this office showing that the Terminal Railroad Association of St. Louis is the lessee of the St. Louis Merchants' Bridge Terminal Railway, nor is there anything showing any operating arrangement between said companies. Each company makes its annual statement to this office as a separate organization. No part of either line is shown as being operated by the other. The mileage of each is entirely distinct and separate so far as their reports show.

As regards the provisions of section 1062, Revised Statutes, Mo., 1899, regarding parallel or competing lines, the lines named have not been considered as either parallel or competing so far as the State of Missouri is concerned. They certainly cannot be classed as parallel nor can they possibly be competing so far as this State is concerned. If they are competing lines the competition is as regards interstate traffic entirely and therefore beyond the jurisdiction of the laws of Missouri as understood in this office.

As reported June 30, 1900, the capital stock of the Merchants' Bridge Terminal Railway Company issued and outstanding was \$2,939,500.00, and of this amount the Terminal Railroad Association reports that on June 30, 1900, it was the owner of \$1,788,400.00 valuation, stated as being \$1,113,400.00. The Terminal Railroad Association therefore owns about 61 per cent. of the capital stock of the Merchants' Terminal Railway Company, being a controlling interest.

I enclose herewith a copy of lease of the Terminal Railway of St. Louis to the Merchants' Bridge Terminal Railway Company.

As stated above, there is nothing whatever filed in this office regarding a lease of the St. Louis Merchants' Bridge Terminal Railway by the Terminal Railroad Association of St. Louis. The annual statements of the two companies make no reference to any lease of the one by the other, nor does one use the tracks of the other. Their semi-annual statements explicitly state that they have no contracts with other companies in any way relative to the terms and conditions upon which they would carry on their business as common carriers in this State.

Very respectfully,

JAMES HARDING, Secretary.

Jefferson City, Mo., June 13, 1901.

Hon. E. C. Crow, Attorney-General:

Dear Sir—Referring to letter of 12th inst. from this office regarding lease of the St. Louis Merchants' Bridge Terminal Railway by the Terminal Railroad Association of St. Louis it is proper to state that by agreement filed in office of Secretary of State, January 17, 1894, all rights of the Merchants' Bridge Terminal Railway Company in the Terminal Railway of St. Louis, as acquired by the first named company by articles filed July 14, 1893, were transferred to the Terminal Railroad Association of St. Louis. The original lease of the Terminal Railway to the Merchants' Bridge Terminal Company and also the transfer to the Terminal Railroad Association are referred to in 19th Annual Report of this Board. It is also stated in same report that no violations of the law regarding parallel or competing lines were found.

Had there been, in the opinion of the Commissioners, any violation as mentioned, the matter would have been promptly referred to the Attorney-General as required by law.

Very respectfully,

JAMES HARDING, Secretary.

January 25—A petition numerously signed, from citizens of New Franklin, Mo., asking that stock pens be established at that place by M., K. & T. Ry, was referred to this office by Senator S. Cooper, of Howard county.

A similar petition was filed with this Board a year ago, and the matter referred to General Manager Allen for his consideration, and with the recommendation by the Commissioners that if possible, stock pens be put in as requested. At that time, after investigation, Mr. Allen replied that stock pens were established at Franklin Junction, a mile west of New Franklin, and that the public were quite as conveniently served with stock pens at the junction as they would be at New Franklin, and for the railroad the pens at Junction were much more convenient for the proper handling of live stock.

Replying to letter from this office January 29, 1901, in regard to stock pens, as asked for in petition filed January 25th, Mr. Allen stated that conditions might have changed since former application for stock pens was made and that he would again investigate. But nothing further was done in the matter.

The Commissioners have no jurisdiction whatever in the matter of stock pens and can only make such recommendations concerning them as found proper. It is probable in the case presented that the stock pens at Franklin Junction are more convenient for shippers and dealers than if established at New Franklin, a mile east of the junction, and the facilities for properly caring for live stock en route are no doubt better.

May 27, 1901—The following was received:

Benton, Mo., May 25th, 1901.

Railroad and Warehouse Department, Jefferson City, Mo.:

Dear Sirs—We have a railroad, one of Mr. Houck's lines, running from Cape Girardeau, Mo., through Scott county, to Morehouse, Mo., in New Madrid county, and which is being extended from Morehouse 40 miles further south. This line crosses the St. L., I. M. & S. Ry. at Morley, Mo., about 150 yards south of the Iron Mountain depot.

There is the usual travel on this line found on small country roads, and all passengers changing cars at Morley have to pay to have their baggage transferred from one depot to the other.

It is desired that steps be taken to cause a joint depot to be erected at the crossing, and I would like the Board to give the matter their consideration, and, if deemed necessary, an order to that effect be made.

Very truly,

FRANK KELLY.

The matter was referred to General Manager Harding, St. L., I. M. & S. Ry and L. B. Houck of Houck's Mo. & Ark. R. R.

Mr. Houck replied that the joint station was now located on the "Y" connecting the two roads and as close to the crossing of the lines as the St. L., I. M. & S. Ry right of way and the street of Morley would

permit, and that it was the desire of his company to have station houses at crossing points of other roads as convenient to the crossing as possible.

Mr. Kelley was referred to the law regarding depots at railroad crossings (Sec. 1075, Rev. Stat. Mo. 1899).

July 3, 1901—Letter was written Mr. Kelly asking if anything had been done by him regarding the desired passenger depot, and stating that the Commissioners would render him any assistance in their power.

The following reply was received:

Benton, Mo., July 4th, 1901.

Board of Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sirs—Replying to yours of July 2nd, asking what had been done in regard to depot at crossing of I. M. R. R. and H. Mo. & Ark. at Morley, Mo., you are advised that I instituted suit last March against the I. M. for penalties aggregating about \$19,000.00, but owing to my sickness at our April term of court case was continued until October.

I am proceeding under section 1075, Statutes 1899, and one of company's defenses is that that section is repealed by section 1172, placing the whole matter in the Board's hands.

I don't think so, and intend to prosecute case, and, if necessary, and I can secure a judgment, the courts can decide the matter.

Thanking the Board for its proffered co-operation, I am,

Sincerely yours,

FRANK KELLY.

June 14, 1901—The following was received:

Railroad and Warehouse Commissioners, St. Louis, Mo.:

Gentlemen—Citizens of Ellis, Vernon county, asked me to write and see if you could have M. K. & T. R. R. build depot at Ellis, and place agent there. Depot was moved from Ellis about fifteen years ago. Town of Ellis has a population of more than fifty people, and ship considerable.

Citizens of Ellis donated to said railroad four acres of real estate outside of right of way for depot. Have stock yard and section boss. Section boss uses above real estate for truck patch. Your reply I will give to the good citizens of Ellis.

Very truly yours,

ROBT. J. McGOWAN,

Clerk County Court.

The matter was referred to General Manager Allen, M., K. & T. Ry, who replied as follows:

St. Louis, Mo., August 8th, 1901.

Mr. James Harding, Secretary Missouri Railroad and Warehouse Commission, Jefferson City, Mo.:

Dear Sir—Unavoidable delay has occurred in the investigation of the Ellis Agency matter, which prevented an earlier reply to your letter of June 13th.

The average earnings on freight and passenger business into and out of that point is \$87.81 per month, I believe you will agree with me that the volume of business would not justify an agency.

As to the station ground you refer to: Our records show that there was nothing in the conveyance from W. M. Prewitt and wife requiring the company to maintain a depot or agency at that point. The stock yards are located on the ground in question, and to keep down the weeds and brush we have permitted the section foreman to cultivate it, as has been the custom at many other points on the line.

Under the circumstances I do not think we should be asked to maintain an

agency at Ellis. If there was sufficient business to justify it, you may be sure we would make the necessary arrangements with pleasure.

Yours truly,

A. A. ALLEN.

Copy of foregoing letter was mailed Mr. McGowan. The Commissioners took no further action in the matter, which is one entirely beyond their jurisdiction.

TRAIN CONNECTIONS AT MEXICO.

Following petition was filed June 21, 1900:

To the Honorable, the Railroad Commissioners of Missouri:

Gentlemen—The undersigned, your petitioners, respectfully represent that they are adult male residents of Callaway county, State of Missouri.

They further represent that there is about 42 miles of railroad in said county operated by the Chicago & Alton Railroad Company, running from (Jefferson City) Cedar City, in said county, to the line between said county and Audrain county, and thence to Mexico, Missouri, known as "The South Branch" of said Chicago & Alton railroad.

That said "South Branch" connects at Mexico, Missouri, in an union station jointly maintained and operated by said Chicago & Alton railroad and the "Wabash" railroad, and where trains on said two trunk line roads stop, and where trains on the latter road from points in North and Northwest Missouri (and its connections) pass. That said "South Branch" also connects with the Missouri, Kansas & Texas railway at North Jefferson, where trains on the latter road from Eastern and South-western Missouri stop.

That said Callaway county did contribute more than \$600,000.00 to the construction of said "South Branch," formerly known as the Louisiana & Missouri River railroad, that the taxpayers of said county are now and have been for more than 25 years last past paying the debt contracted by such subscription.

That there are located along said "South Branch" several important towns and one city (Fulton) of more than 5,000 inhabitants, two large State Institutions, one large male and two female colleges, and the capital of the State of Missouri at the south terminus, not to mention large agricultural and other interests.

That the trains on said "South Branch" now connect with all day passenger trains of said Chicago & Alton railroad at Mexico, but only connect with the west-bound day passenger trains on said "Wabash" railroad—do not wait for the east-bound day passenger trains; that no connections are had or maintained at said union station at Mexico for

persons residing in North and Northwestern Missouri along the lines of said "Wabash" railroad or its connections (all remote from said Chicago & Alton railroad) destined for stations along said "South Branch" or for Jefferson City, its south terminus.

That said Chicago & Alton railroad is discriminating against all of the towns and institutions along the line of said "South Branch" as well as the individuals who are so unfortunate as to reside near its said "South Branch" by failing and refusing to make regular connections with all day passenger trains stopping at said union station at Mexico, the Northern terminus of said "South Branch."

Wherefore your petitioners pray that you proceed with all possible haste to an investigation hereof as is provided by law; that in event testimony shall be taken hereunder it be taken at the Circuit Court room in the Court House in the City of Fulton, in Callaway County, State of Missouri, (it being most convenient for your petitioners and said railroads,) at as early date as practicable; that by virtue of the Statutes of the State of Missouri in such cases made and provided you order and require said Chicago & Alton Railroad Company to make and maintain connections at the union station at Mexico, Missouri, with its trains on said "South Branch" with all day passenger trains of said "Wabash" Railroad Company.

And your petitioners will ever pray.

Yours, most respectfully,

CITIZENS OF FULTON, MO.

T. A. Boulware, attorney at law; S. P. Beaven, judge of probate; Z. W. Hook, local editor Gazette; F. S. Poston, public administrator; J. B. Gilpin, collector of Callaway county; W. H. Wickerson, county judge; W. Pink Robinson, deputy clerk county court; Rob't Hudnall, clerk county court; Dayton B. Lovelace, abstracter; Bryan & Pemberton, abstracters and lawyers; J. H. Buchanan, sheriff; E. S. Henderson, deputy sheriff; A. M. Jamison, circuit clerk; David H. Harris, prosecuting attorney Callaway county; Broadwald & Ellis, dry goods, etc.; C. M. Wright & Co., drugs; E. W. Grant, cashier Callaway bank; New York Dry Goods and Millinery Co.; Belton Jewelry Co.; Jno. McGregor, merchant tailor; Jno. R. Brandon, The Independent; M. E. Leaven, jeweler; Callaway Hardware Co., by D. W. Whanger, president; Wallace Williams, editor Missouri Telegraph; C. W. Bush, merchant tailor; Southerland & Powrie, merchants; Godfrey & Adkinson, furniture; J. Rubin, millinery; Tompkins-Robnet Dry Goods Co.; Palmer & Baker, book and stationery; O. D. Jones & Co., boots and shoes; Chas. A. Patten, bookseller; Wat-

son Grocery Co.; Rob't Rogers, grocer; Blaine Bros., dry goods, etc.; J. J. Neukomm, clothing and merchant tailoring; Pollard & Black, druggists; Augustus Hockaday, cashier Home Savings bank; W. P. Records, lumber, by T. W. Rosser, manager; Jno. M. Davis, Palace hotel; Greene D. McCall, M. D.; Collier & Richmond, grocers; Morton, Christian & Danavaat, clothing; J. E. Watson, grocer; Henderson & Maughs, clothing; Craighead & Co., hardware store; J. S. Bruner, furniture and furnishings; Christian Backer & Son, hardware; Pence & Sallee, real estate, loan and insurance agents; Chas. E. Sortor, grocer; W. O. Turley & Son, meat market; A. McLaren, lickers; M. J. Berlin, merchant; T. R. Moore & Son, druggists; Nichols & Herndon, druggists; Commercial Bank of Fulton, by P. S. Adams, cashier; D. M. Tucker, administrator, hardware; J. H. Dorsey & Co., dry goods merchants; Bragg & McRoberts, saddle and harness; August Alke Bucher, meat market; H. T. Doerries, dry goods, etc.; T. Ed. Carter, grocer; Geo. McIntire, marshal; J. A. Frank, harness shop; G. F. Yancey, city clerk; J. O. Divers, grocery store; W. D. Thomas, The Sun; J. N. Dutton, furniture and undertaker; J. A. Leavell, cashier Home Savings Bank; J. K. Smith, merchant; W. D. Bush, merchant; Fisher & Ferrell, hardware; Fulton Steam Laundry, C. L. Wilkerson, proprietor; J. H. Tucker & Co., merchant; J. B. Jones, president Daughters College; W. L. Ray, Supt. Mo. S. L. A. No. 1; R. H. Fowler, mayor; T. P. Walton, president Synodical College; N. B. McKee, Supt. School for the Deaf.

AUXVASSE, MO., BUSINESS MEN.

P. B. Bartley, cashier Auxvasse Bank; I. T. McCue, clerk Auxvasse Bank; J. A. Harrison, president Auxvasse Bank; J. W. Dry, merchant; Mosely & Threlkeld, merchants; E. B. Campbell, secretary Auxvasse Milling Co.; Monroe & Davis, merchants; Adams Bros., merchants; La-Cross Lumber Co.; J. T. Atkinson, druggist; E. M. Dudley, merchant; W. M. Overfelt, merchant; I. M. Greer, merchant; G. W. Robertson, merchant; Susie E. Ridgway, milliner; McCoy Bros., hardware merchants; L. S. Smith, postmaster; S. Dyer Bro., livery and feed stables.

Hearing of the foregoing complaint was appointed and held at Fulton August 6, 1900. Proceedings were as follows:

STATE OF MISSOURI, RAILROAD AND WAREHOUSE DEPARTMENT,
CITY OF JEFFERSON, June 26, 1900.

Written complaint, by a large number of residents of Callaway county, having been filed in this office, stating that the trains on the South Branch of the Chicago & Alton railroad do not make connections at the Union Station at Mexico, Missouri, with all day passenger trains on the

Wabash Railroad, and petitions having also been filed, asking that an order be issued requiring that such connections be made, the Railroad and Warehouse Commissioners of Missouri, as provided in section 1212, R. S. Mo., 1899, will hold inquiry as to the public necessity and feasibility of the train connections desired, at the Court House in Fulton, Mo., at 10 o'clock, on Monday, July 9th, 1900, when all parties interested in the matter will have an opportunity of being heard.

By order of the Railroad and Warehouse Commissioners.

JAMES HARDING,

Secretary.

Hearing was subsequently postponed and held at Fulton August 6, 1900. Proceedings and findings were as follows:

STATE OF MISSOURI, RAILROAD AND WAREHOUSE DEPARTMENT, }
CITY OF JEFFERSON, August 8, 1900. }

In the matter of the complaint of citizens of Fulton, Missouri, regarding train connection at Mexico, Missouri, between trains of the Chicago & Alton and Wabash railroads. Hearing held at Palace Hotel, Fulton, Mo., August 6th, 1900.

The meeting was called to order by the Chairman, Hon. Joseph Flory.

Present, the Chairman, Commissioners Hennessey and McCully.

The complainants were represented by their attorney, Mr. T. A. Boulware.

The Wabash R. R. was represented by its Superintendent, Mr. J. S. Goodrich.

The Chicago & Alton R. R. was represented by its General Superintendent, Mr. W. E. Gray; D. Bowes, General Passenger and Ticket Agent, and Mr. Hilton.

Mr. Flory: Gentlemen, we are ready to hear you now. I suppose you are perfectly familiar with the contents of the complaint, and therefore it will not be necessary for me to read it to you. The petition requests that the Commission, by authority vested in it under the laws of the State of Missouri, change the time of the Chicago & Alton train, east bound, at Mexico to a later hour.

Mr. Boulware: In support of the petition I desire to offer in evidence here a map of Missouri corrected up to February 1st, 1900, issued by the Railroad and Warehouse Commissioners of the State of Missouri, a map of the State of Missouri showing the railroads thereof. I just want to get this in formally so as to show the location of the roads. I next offer in evidence a copy of the Mexico Ledger, containing a published time table of the Chicago & Alton Railroad, and the Jefferson City branch thereof, and the Wabash Railroad at Mexico, Missouri.

Which said time table is as follows:

TIME TABLE
STANDARD TIME.
CHICAGO & ALTON RAILROAD.

EAST BOUND TRAINS LEAVE—

No. 47. Mail	1:00 p. m.
No. 49. St. Louis Limited.....	1:57 a. m.
No. 51. Chicago Limited.....	11:22 p. m.
*No. 99. Way Freight.....	11:00 a. m.

WEST BOUND TRAINS LEAVE—

No. 48. Mail.....	1:17 p. m.
No. 50. Kansas City Limited.....	3:00 a. m.
No. 52. Denver Limited.....	3:50 a. m.
*No. 100 Way Freight.....	11:00 a. m.

JEFFERSON CITY BRANCH.

*No. 140. Leaves.....	7:15 a. m.
*No. 138. Leaves.....	1:05 p. m.
*No. 137. Arrives.....	11:00 a. m.
*No. 139. Arrives.....	4:15 p. m.

*DAILY EXCEPT SUNDAY.

GEO. J. CHARLTON, Gen. Passenger and Ticket Agent Chicago & Alton Railway, Chicago.

WABASH LINE.

MEXICO.

GOING EAST.

No. 4. Atlantic Express.....	3:05 a. m.
No. 14. St. Louis Express.....	3:52 a. m.
No. 10. St. Louis Accommodation.....	7:05 a. m.
No. 12. Mail.....	3:00 p. m.
No. 2. New York Limited.....	3:00 p. m.
No. 6. Fast Mail.....	10:45 p. m.
No. 70. Way Freight (ex. Sunday).....	8:50 a. m.
No. 64. Through Freight.....	8:10 p. m.

GOING WEST.

No. 13. Mail.....	11:30 a. m.
No. 3. Limited.....	12:22 p. m.
No. 5. Moberly Accommodation.....	9:02 p. m.
No. 1. Pacific Express.....	10:25 p. m.
No. 7. Denver Limited.....	1:30 a. m.
No. 9. Kansas City Mail.....	5:10 p. m.
No. 71. Way Freight (ex. Sunday).....	2:00 p. m.

E. S. WILSON, Ticket Agent.

Mr. Flory: What is the object of that, Mr. Boulware?

Mr. Boulware: The object is to show the arrival and departure of trains at Mexico. I do not know that there is much more to say concern-

ing the matter. I suppose we can get up an agreed statement of facts in a few moments, and submit to the Board.

Mr. Gray: As to what?

Mr. Boulware: As to both roads. The South Branch of the Alton and the Wabash railroads use the same station at Mexico; that is one thing——

Mr. Flory: I think, Mr. Boulware, it would be better for you to be sworn and then make your statement.

T. A. Boulware, being duly sworn, on his oath deposes and says:

I will just state to the Commission that the South Branch of the Chicago & Alton railroad, between North Jefferson, Callaway county, Missouri, and Mexico, Missouri, runs into a union station at Mexico operated by the Wabash railway and the Chicago & Alton railway; that the trains on this South Branch road, of which I am familiar with the running of these trains, do not connect with the east bound day passenger train on the Wabash railroad at Mexico, Missouri; that parties desiring to reach any point on the South Branch of the Chicago & Alton railroad, so far as my information and knowledge extend, aside from Moberly, Missouri, and Hannibal, Missouri, and intermediate stations, it is impossible for them to reach Fulton on the same day that they leave home. I suppose that statement is not what I intended to say—I mean all points north of the Chicago & Alton railroad except Hannibal and Moberly they can not reach points on the South Branch the same day.

Mr. Gray: Is not Lexington north of the Chicago & Alton?

Mr. Boulware: I meant north of the river and north of the Chicago & Alton. You can get here from Lexington the same day. That is why I corrected my statement. I will just make this statement, that on two occasions since the first day of January have I attempted to have that South Branch train held at Mexico, Missouri, for me, when I was at points in the State where I could not reach the Alton train east-bound except by way of the Wabash railroad. On two occasions I asked that the train be held at Mexico for me, and it was not done. I was informed that they would not hold the train there only for four passengers. On another occasion, about the 7th or 8th of June, 1900, in company with three other gentlemen I went to the Chicago & Alton railroad ticket office at Kansas City and requested that the train be held at Mexico for the east-bound Wabash train. On our arrival at Mexico there was no train there, and we had to come across in a vehicle. On the other two occasions I remained at Mexico, Missouri, from 3:15 p. m. until after 7 o'clock the next morning before I got a train on the South Branch. Others have had the same experience. I do not know whether it would be competent evidence or not, it was hearsay from a lady——

Mr. Flory: No, it is not considered competent, any hearsay evidence.

Mr. Boulware: It is notorious, however, that people destined for points along the South Branch of the Alton railroad, between Mexico and North Jefferson, and for Jefferson City on the opposite side of the river, the bridge connecting the two places, who live in any part of North Missouri north of the Chicago & Alton railroad, aside from Moberly and Hannibal, Missouri, can not reach their destination the same day without going over a very circuitous route, by way of Kansas City or St. Louis.

Mr. Hennessey: You represent the complainants here?

Mr. Boulware: Yes, sir.

Mr. Hennessey: Have they agreed on any particular change they want?

Mr. Boulware: No, sir. We do not care how the Commission arranges the matter so we have the connection with that train. You can make the Wabash move up a little, or you can have the Chicago & Alton hold their train for the Wabash, or have concessions from both companies. What we want is our town to be accessible to the outside world. We are not accessible on the south with any connection there, except occasionally coming over the M., K. & T. from the west you can reach Fulton the same day, but from the east you can not. If you are at Portland in this county and come around by rail you have to take two days for the journey.

Mr. Hennessey: What they ask for is a connection with the afternoon train.

Mr. Boulware: Yes, sir; the east-bound Wabash train. We do not care how it is done. What we are after is the connection. It is a union station at Mexico. All regular trains stop there. By reference to this time table here you will see that.

Mr. McCully: Yes, sir; we are familiar with that.

Mr. Boulware: That train leaves—I think it is intended for 1:15, although it is not right plain here. The Wabash going east arrives at 3:00. This branch road, known as the South Branch of the Chicago & Alton railroad, runs into North Jefferson, as I stated, at the north end of the bridge, or at least at the north end of the approach to the bridge at Jefferson City across the river, and by reason of that connection not being made it delays people destined for the State capital, it makes no difference what their business is, or whether it is a trip for pleasure. They either have to go round by St. Louis or Kansas City, if they live in North Missouri, or come to Mexico on the night train and be up all night. Now the night trains arrive at Mexico on the Wabash—

Mr. Flory: That is a matter the Commission is entirely familiar with. The question is whether or not under the evidence a greater majority of the people would want the trains changed.

Mr. Boulware: If that is the position of the Commissioners I will make this statement. It is my judgment that there are more people who arrive at Mexico, Missouri, on the Alton destined for points on the South Branch than they do on the Wabash trains from the west. It is my judgment, furthermore, that where you would accommodate one passenger on the Wabash that you would delay, well, I will say seven, anyhow, on the Alton, and if you should require this branch road trains be held until the arrival of the Wabash from the west it would mean a wait there of about two hours. But if a man comes in and does not make connection with that branch train he has fully sixteen hours' wait there, so if you make your inquiry as to the greatest number of people that have direct connection at Mexico, why then there is no use to bother with the trains at all.

Mr. Flory: You were speaking about people in the northwest part of the State. Let me ask you, Mr. Boulware, in your opinion how would it affect the residents of Fulton?

Mr. Boulware: As to that, that is where I am bringing my statement down to, to directly benefit Fulton. But take this map, you will see there is a great deal of territory in Missouri besides Fulton, and furthermore that the Fulton people, as a people, are not the only ones interested. You may go here to your railroad trains at the Fulton station and you will see people who are officers of the law from the northern counties taking their prisoners to Jefferson City, who have had to wait from 3 o'clock in the afternoon until 7 o'clock the next morning before they could continue their journey; and you will find members of the bar that have either waited in Mexico sixteen hours, or they have been up all night on their way to the State capital to court. You will find members of the Legislature and State officers in the same predicament. Then it is a fact that on Saturday afternoon if you are destined from any point in North Missouri other than those mentioned, to Fulton or Jefferson City you will have to remain at Mexico until Monday morning or hire a vehicle to make the trip, as I did the last time, and it took me seven hours and fifteen minutes to come from Mexico here, as there are no Sunday trains on this branch. So it is not Fulton alone that is interested in this. There are a great many places that are of equal importance in the State of Missouri on the north side of the river that would also receive the benefit of this change. If you are just taking Fulton into consideration you will accommodate more people by allowing the time card to stand as it now is than if you were to change it. Under the present time card one man would wait two

hours, and another who arrived on the Wabash would have to wait sixteen hours, or just eight times as long.

Mr. Gray: I would like to ask the Chairman whether this investigation is for the State at large, or whether it is made on the complaint of the citizens of Callaway county.

Mr. McCully: I think, perhaps, the petitioners, or a majority of them are from Callaway county, but the Commissioners would consider the matter as a whole.

Mr. Flory: The law provides for considering the matter as a whole, that we shall inquire into the matter and see whether or not it is best to make a change, but that we shall in making such change take into consideration the interests of citizens in other parts of the State, and important connections already provided for by time cards now in force.

Mr. Boulware: The law provides that the petition shall emanate from three or more citizens—

Mr. Gray: The thing that struck me, Mr. Chairman, was that it was a little peculiar in view of the fact that the petition emanates from citizens of Callaway county, and the gentleman has stated to the Commission that the central railroad point of Callaway county will be inconvenienced by this change if made. It struck me as peculiar that such a petition should come from citizens of Callaway county under such circumstances. I said the principal railroad point in the county. This is the place where the majority of the people go and come within Callaway county. It struck me as quite peculiar that those people who would be inconvenienced by this change should make such a petition. That is the reason for the question.

J. F. Smith, of lawful age, being produced, sworn and examined, testified as follows:

Direct Examination by Mr. Boulware.

Q. What is your business?

A. Livery business.

Q. Where?

A. In Fulton; I am located on Asylum street.

Q. I will ask you to state to the Commissioners how often, if it ever occurs, it is that you have teams in your barn from Mexico, Missouri, that have brought people to Fulton from Mexico, who have failed to make connection at Mexico.

A. I could not answer how often.

Q. You can state whether or not it is a frequent occurrence.

A. Well, yes; a good many of them who come are from that purpose, I suppose.

Q. Have you not heard them say, and do you not know it to be a

fact that that was the purpose, that they failed to make the connection at Mexico?

A. Yes, sir; some of them, but not all. There was a team there yesterday that did not come for that purpose, but a great many do.

Q. And it is a frequent occurrence?

A. Well, yes.

(Witness excused.)

Mr. Boulware recalled for examination by Mr. Gray.

Q. In your statement I did not understand, Mr. Boulware, whether your residence is in Fulton.

A. Yes, sir.

Q. It is in Fulton?

A. Yes, sir.

Q. How long have you lived here?

A. I was born here.

Q. What is your business, Mr. Boulware?

A. Lawyer.

Q. Are you a member of the Commercial Club of this city?

A. No, sir; I do not belong to the Commercial Club.

Q. Do you in any sense represent the commercial interests of Cal-laway county?

A. I am a property holder, and am interested in having my town as accessible as possible.

Q. But you are not a member of the Commercial Club?

A. Of the Commercial Club of Fulton, I am not.

Q. By Mr. Bowes: On the occasion on which you asked our Kansas City office to telegraph the connection, were you coming on the Wabash?

A. Yes, sir; the Alton train had left, and I was coming on the Wabash.

Q. By Mr. Bowes: It would have been possible for you to have come on the Alton train, would it not?

A. I had transportation on the Wabash on that occasion.

Q. By Mr. Bowes: There would not have been any thing to prevent a passenger coming from Kansas City taking the Alton train?

A. No, sir; there would be nothing to prevent a passenger taking the Alton from that particular point, but from points on the north side of the river, say at Carrollton, Keytesville, and points west of Moberly, after the Wabash crosses the river, points where the Alton does not reach, a man leaving home for Fulton could not reach here the same day.

(Excused.)

Mr. Gray: As general superintendent of the C. & A. railway I desire to say now that we have no contention in this matter whatever. Our effort is and has been to do the thing which will be to the greatest advantage to the majority of the people along the line of this branch. That is what we have tried to do. Something like sixty days ago, or within the last sixty days, a number of the officers of the Chicago & Alton railway made a trip over the branch stopping at each station, interviewing the merchants and others interested in shipping and travel. At Fulton we were met by the representatives of the Commercial Club, who held an informal reception for us. At that reception the question of train service on the branch came up and was quite thoroughly discussed. The officers said to the president of the club that if a petition would be formulated, or a suggestion would be formulated, as to what sort of a schedule they wanted on the line, that which would be the best for all, we would be perfectly willing to put it in effect. The suggestion came. The principal suggestion was that we hold our north-bound train, or start the north-bound train from Cedar City later, in that way making connection with the M., K. & T., and giving the people an opportunity to come down here and spend the day and get back to Mexico in the evening, and also reduce the time of lay-over of our east and west-bound trains at night.

W. E. Gray, being sworn, on his oath, continues his statement as follows:

There was another suggestion, that was, that on the arrival of our morning passenger train at Mexico we turn it around and run it back to Fulton, and then run it up to Mexico again in time to leave on its present schedule. The first suggestion we are about to carry out. We hope to change the time, and arranging to do that now, and it will go into effect a week from next Sunday. The change of the time of the freight train—that suggestion we have adopted. The other suggestion we could not possibly adopt, for the reason that our train service on the branch has been operated at a loss, and we could not see why we should add more train service, and thus make the loss greater than it now is. As you understand, we have a line from the east and from the west at Mexico. Our branch is run in conjunction with the main line. We so arrange our schedules that people who arrive at Mexico for branch points over our line may be inconvenienced as little as possible. If the Commission after a careful investigation feel it is right and proper that an order be made in this case I would like to suggest and call your attention to this fact, that before this order is made that a thorough investigation along the line of the branch be made by the members of the Commission. There are a great many different interests here, and it is a very difficult matter to arrange a schedule that will suit each individual. As near as we have

been able to find out from business people, and from the traveling public, the change as proposed in this petition of our passenger train leaving Mexico two hours later, will inconvenience a greater number of people than it will please, and I think before an order is made that a further investigation should be made, as there are a great many conditions obtaining which ought to have very careful consideration. Different localities are to be considered singly, and also with reference to their relation to the whole. As I said before, we stand ready to do the thing which will suit the majority of the people because in that action lies the revenue for the Chicago & Alton Railway company.

Mr. Hennessey: It seems to me the inconvenience of the majority in comparison with the very much greater inconvenience of the minority, would not be so great a hardship on the passengers in comparison with the long hours the others would be detained there if this change is not made. There were six passengers today from the west on your train that laid over here.

Mr. Gray: Laid over here?

Mr. Hennessey: Laid over at Mexico.

Mr. Gray: Are you familiar with all the conditions of the delay, Mr. Hennessey?

Mr. Hennessey: I can not say that I am; I only know that is the fact in the matter.

Mr. Gray: Now understand me, gentlemen, we are not making any argument; we are not making any contention in this matter. We are simply passive. What we want is what will be best for the majority. The particular case you have cited will come under the head of those cases to which I have asked your attention and request that a more thorough investigation be made. I happen to know all about this particular case. It was like the gentleman in Kansas City who missed his train because he did not get around there in time. This gentleman in Mexico yesterday morning, Sunday morning, bethought himself if he would wire some official of the company to hold today's train that he would save his family from staying over there so long. He did wire, but it being Sunday there was nobody around the offices, and the telegram, in fact, never was reached. He was afraid to wait and take his chances on the train being held, so he comes on the night train and keeps his family up all night. There is no set number of people for whom we hold the train for the connection with the Wabash, but a permanent connection with the line of our competitor who is in business from very largely the same points we are is another thing. We do hold them frequently, and probably would have done so for this gentleman had he waited until some week day when his message would have reached the proper official.

Mr. Hennessey: Would there be any more loss to the company for holding your train there one hour later than you now have?

Mr. Gray: It is very probable there would be. I am not in a position to go into that side of the question here today.

Mr. Hennessey: You have no connection over there that would suffer at Cedar City?

Mr. Gray: No, sir.

Mr. Hennessey: It looks like if a majority of the people desire this that you would certainly accommodate them.

Mr. Flory: Mr. Gray stated that they were entirely passive in the matter.

Mr. Gray: I suggest this, Mr. Chairman, that before the Commission make this order, if one is to be made, that they get further evidence. I am quite sure if you do it you will at least hesitate a little, although it is thoroughly immaterial to us. I do not think it should be charged against us the fact that a gentleman failed to get around in time to take the train, or that a gentleman who may be favored with transportation over a competing line, and if he comes that way we have lost 162 miles of revenue that should be ours, I do not think in a case of that kind that it should be charged against us if we do not hold our train.

Mr. McCully: The principal difficulty lies in the fact, as I view it, that the traveling public in the northern part of the State are greatly incommoded by this arrangement. My home is there, and I know about it personally. There are about eight or ten counties there whose citizens have business in Fulton with the State institutions here, or at the capital, who are compelled to be served by your branch or else come by Kansas City or St. Louis—officers with prisoners, officers and friends with inmates for the asylum, members of the bar, witnesses or litigants in the circuit court or Supreme Court, and the worst of all with our insane. I have seen some very pitiful sights and long waits at Mexico. I have been familiar with that phase of the question for some time, and it is for that reason, in my opinion, lies the greatest reason why, if possible, this change should be made. There is the standpoint from which I consider it. I have tried personally to make the trip myself, and I can not do it. I have to go by St. Louis or Kansas City, or sit up all night in order to reach the capital. I, of course, can do it, and do do it, but with our cripples, or with our halt or lame or infirm or insane it is another matter altogether. Personally, if that could be done without injuring your revenues I should like very much to see the change made. But when it comes up against a question of that kind I should study the scheme and figure on the revenue and the general results a great deal.

Mr. Gray: The revenues are affected from all competitive points as you can plainly see.

Mr. McCully: Yes, that is true, and I should take all that into consideration before making up my mind in the matter. Neither would I think it reasonable to ask you to operate your road for the benefit of eight or ten counties that do not adjoin the road. The fact that you are a public carrier, however, puts you in the position of attempting to serve all the people. There is another question to be considered. I really would like to see the road make the change in the absence of any order. I would much rather that the Board was not called upon to pass on it. I would like to see it arranged among yourselves amicably.

Mr. Boulware: I would like to see both roads make concessions as to the time or connection.

Mr. McCully: The Wabash, I think, would do that.

Mr. Hennessey: We have had this question up with the Wabash about a connection further west, and they proved to our entire satisfaction that it is impossible for them to get away from Kansas City in time to provide for that connection—

Mr. Gray: We get away, and we go to the same points they do. I am willing and the management is willing to do anything that is fair and right in all matters, but I do dislike very much to have the Chicago & Alton, if you please, turned over to the Wabash. If they will take the branch and run it we will be glad to give it to them, but do not want to operate it in their interest.

D. Bowes, being sworn, on his oath makes the following statement:

I think the whole case has been covered, so far as we are concerned, by our superintendent, except as to the question which was raised by the statement of Mr. Hennessey. Mr. Hennessey, as I recollect it, said something like this, that he did not think that the large number of passengers who might be incommoded coming to Fulton for one hour, that that number ought not to stand against one passenger incommoded for a larger number of hours. Possibly that is not quite correct, but that is about the substance of it. We understand that there are a number of people who come down to Fulton, come down on the train leaving Mexico at 1:25, and transact a half day's business. If the train leaves there two hours later they can not come here and transact that half day's business in Fulton, and consequently they will be put out, each one of them, for twelve or sixteen hours, as the case may be. It is a matter that has to be carefully looked at from all sides in order to get at the whole truth. I think it is unnecessary for me to back up the statement as to what the Chicago & Alton road is willing to do. Everything that can be done to add to our

revenue will be done, for we are anxious to secure the business. No one, I believe, will accuse a corporation of running away from business.

Now, just a word as to revenue. It is a difficult thing to get at the revenue, for the reason that we have never seemed to enjoy any of this revenue. It seems to be so infinitesimal that it would seem almost ridiculous to bring it in. The revenue is so small from the north part of the State that I am sure it would not justify the change in time, or any expense to the Chicago & Alton railroad. I think I am safe in adding one more thing and that is, that the Chicago & Alton would not measure this thing by the dollars it would bring. They want the good will of the people, and we are trying to curry favor with the public, in order that we may get the business and increase our revenues by retaining their good will and their patronage.

Mr. McCully: Did it ever occur to you that if you made the connections it would give you more business?

Mr. Bowes: Yes, sir.

Mr. McCully: I personally know—I could safely say of hundreds of cases that go by Kansas City or St. Louis to Jefferson City who would go over your road if they could make this connection.

Mr. Bowes: I think if that could be demonstrated that we would get these people the matter would be well worthy of consideration. We certainly want their business, and if it could be demonstrated that that would be done we would have made the change before this.

CROSS-EXAMINATION OF MR. BOWES BY MR. BOULWARE.

Q. How long have you been connected with the Chicago & Alton road, Mr. Bowes?

A. Do you require me to answer that question?

Well, you have been connected with that company for a number of years?

A. Yes, sir; I will say for a quarter of a century.

Q. What department?

A. Passenger department.

Q. Do you know what service, passenger service, has been given to the patrons of the road on the South branch during the past ten years?

A. Yes, sir; I am pretty well informed on that.

Q. Do you remember of an advertisement of the Alton road for an excursion or picnic to Auxvasse about August 18, 1899?

A. No, sir; I do not.

Q. Do you know what accommodation was provided for the people by your company on that occasion?

Mr. Gray: I object to that, on the ground that it has no connec-

tion with the complaint, which is concerning the train connections at Mexico.

Objection sustained.

J. B. Harris, of lawful age, on his oath, deposes as follows:

I live at Auxvasse. The General Superintendent made a statement here that the road is run in the interest of the public, and for the revenue from the public. I know nothing about the general public; I only speak from a local standpoint, from what would be considered proper accommodation for the traffic to and from Auxvasse. The round trip from Auxvasse to Mexico is only eighty cents, but living where we do we find it impossible to go to Mexico by rail and transact business and get back the same day. I am sure that it would increase that local revenue to a very considerable extent if the time card was so arranged as to give passengers from our locality more time to look after any business matters they might have there. The fare in itself would be but a trifle, it is true, but a change of time that would enable us to do this would be a great accommodation to those living there. That is the only statement I have to make in regard to the matter; that is the only point I care to make.

L. U. Nickell, of lawful age, on his oath, deposes as follows:

As Mr. Gray has stated to you, about two months ago the officers of the Chicago & Alton road made a visit through this section of the State, and were entertained at this point by the Commercial Club, of which I am a member, and which I represent here today, being chairman of the committee on railroads and improvements of transportation facilities. We received these gentlemen informally in our club rooms, and the question of improved train service on the branch was very thoroughly discussed. At that time Mr. Gray, Mr. Charlton, and others, stated to us that if our club would submit a schedule that would be at all possible for them to adopt they would do so; for us to find out what we thought would be to the best interests of the most of our people, and they would endeavor to meet our views, as far as possible. We met and discussed the matter very thoroughly among ourselves, and we submitted a proposition, or, rather, a time table which we thought would be to the best interests of Fulton, and, of course, we were only looking after the interests of Fulton. Our suggestion to them at that time was that they have a train leave Cedar City at a time after 3:30, from that to 6 o'clock, thereby giving us ample service, freight and passenger service, and accommodations for stock shipments out of here at an hour from five to seven o'clock. I have, as chairman, received official notice from the officers of the road that within a few days they propose to make that change, and the hours will be entirely satisfactory, I am told. We fur-

ther suggested that it would accommodate a great many people if we could get a passenger train to make close connection in the day time with their passenger trains east and west. They seem to think they can not do that. We would like to have it if we could. Our opinion was that a great majority, a much greater majority of people who would come down on the South branch in the afternoon would be accommodated by having the train leave Mexico at the present hour than to put it later. However, that was immaterial to us. We think that the proportion would be about fifty to one, and we do not think we are over-estimating it in that statement. The railroad has told us that if in our opinion we thought more people would be accommodated by having them leave at another hour—Mr. Hennessey has suggested one hour, it is two hours later, they would see what could be done; but our opinion is that a great many more people would be discommoded by such a change than would be benefited by such a change. The railroad company has been apparently anxious to do what it could, and have frankly told us they would give our request credence and every consideration. As far as the Commercial Club is concerned, we are more anxious, ten to one, yes, a hundred to one, to have the afternoon service from Mexico, and the Sunday service, which we have assurances will be given us, than to have this other connection. However, we are not entering any protest against it; but just want to state our position. It is merely the fact that we are of Fulton, and as the gentleman has said if Fulton alone was to be considered, we had the advantage. That is all I have to say in the matter, and I merely wanted to make that statement for the reason that the railroad interests have tried to meet our views which we think represent those of a majority of our people.

Mr. Hennessey: You are neutral in this matter.

Mr. Nickell: Well, we enter no protest against the change. We believe as individuals we will receive benefit from it, but we also believe a greater number will be benefited by the other arrangement. So far as I am concerned, I never have time to travel in the day time anyway, and it makes no difference; it would be an accommodation to my wife and children who do travel in the day time, and I believe that in the long run there will be fifty discommoded where there will be one accommodated.

Mr. McCully: You speak of Fulton only?

Mr. Nickell: No, sir; I mean the people on the branch. At the meeting we spoke only of Fulton people.

Mr. Boulware: There are other people on earth except Fulton people.

Mr. Nickell: Mr. Boulware has been throwing that question at me for the last two or three weeks—

Mr. Boulware: Answer my question—

Mr. Nickell: Yes, sir; there are other people than Fulton, most certainly.

G. Tom King, being produced and sworn, on his oath deposes as follows:

I just want to say that I live in the south part of the county, and I think that the change leaving Cedar City at 4 o'clock will benefit our people a great deal.

Mr. Boulware: Would it not suit you better two hours later?

Mr. King: I do not know that it would.

Mr. Boulware: If the passenger train passed here two hours later would not that suit you better?

Mr. King: I do not know that it would, going south.

Mr. Boulware: It would leave here at 4 o'clock, and it would give you two hours later, or two hours longer to transact your business.

Mr. King: We do not have much to buy anyway; it is only a question of getting in and out; that is the only interest we felt in it.

J. S. Goodrich, being sworn, on his oath deposes as follows:

Examination by Mr. Hennessey:

Q. I want to ask you a question, Mr. Goodrich, that is, whether or not you can get your train, No. 12, into Mexico any sooner than you do now without losing other more important connections?

A. In order to answer that question I would have to go back and check up the schedule out of Kansas City. In the first place our No. 2 leaves Kansas City at 10 o'clock in the morning and comes to Moberly, getting there at 1:35, and picks up local passengers between Kansas City and Moberly for points east. East of Moberly No. 2 is the fast train. No. 12 is run out of Moberly at 1:50, and makes stops at all stations and delivers these passengers that they took from No. 2 at Moberly, so that it would be impossible to get No. 12 out of there any earlier. If we should undertake to get it out earlier, it would necessitate a change in other directions—

Q. It would only necessitate two more stops between Moberly and Mexico for your fast train, and then No. 12 could still wait for you at Mexico. The north end train comes in early. If you could start out a little earlier you could get all the passengers excepting possibly one or two?

A. There are other passengers coming in there. If you will remember, the Commission asked the Wabash railroad to make changes

in its time card a short time ago to connect with the M., K. & T., which was done, and one of the trains on the M., K. & T. arrives at 11:59, another at 1:45 or 1:40, I do not know which. Now, then, those trains bring in people that take No. 2 for the east. It is not simply the stops between Mexico and Moberly. Another thing is we have a train from Des Moines at 1:15, and No. 2 would have to take those passengers.

Q. No. 12 could take them. If you could leave there at 1:20, that would take off a part of the time—

A. That would not take the C. & A.

Q. We would see what about the C. & A. train, if you can make some such arrangement. I wanted to know how much earlier you think you could leave Moberly?

A. I am not authorized to make any promises here today, but I will say this, that the Wabash management will make any concessions they can consistently, and probably will be willing to do so in this case.

Q. You stop at Clark's?

A. No, sir.

Q. You stop for the crossing?

A. We do for a very little while. We are putting in an interlocker.

Q. You stop at Centralia?

A. Yes, sir.

Q. There would only be two extra places?

A. You are not figuring on the passengers east of Mexico. I was figuring on your changing at Mexico instead of Moberly.

Q. Your No. 12 at Mexico, it is only delayed there four or five minutes? I wanted to see what you had to say about the matter?

A. As I said before, I am not authorized to make any promises, but the policy of the management has always been to do the best possible for all concerned.

This being all the evidence introduced, the matter was taken under advisement by the Commission, their decision to be promulgated at a later date.

STATE OF MISSOURI, RAILROAD AND WAREHOUSE DEPARTMENT,
CITY OF JEFFERSON, September 10, 1900.

The Commissioners took up the matter of petition of citizens of Callaway county, regarding train connections at Mexico, a hearing of which was had at Fulton, August 6th, last, and the following action was taken:

Having fully considered the matter of a change in the train schedule

now in force on the South branch of the Louisiana & Missouri River Railroad, as asked for in petition of citizens of Callaway county, the Commissioners decided, that they are satisfied that by far the greater number of the patrons of the said South branch are best served under the present arrangement for the running of trains on the said branch. The change asked for would be a convenient one for the comparatively small number of patrons from the northern portion of the State going to points on the said branch south of Mexico, but it must be conceded that a railroad should be operated, as far as possible, for the advantage and in the interest of the people of the country it passes through, rather than for the benefit of those living in localities not reached by such railroad, and whose use of the facilities afforded is but occasional.

Believing that the greatest good to the greatest number is afforded by the present arrangement, the Commissioners decline to approve the changes asked for in the petition, and dismiss the case.

By order of the Railroad and Warehouse Commissioners.

JAMES HARDING, Secretary.

In the Matter of the Complaint of Hamlet Wynn of Jameson, Missouri, vs. The Wabash Railroad Company, on Account of Alleged Discrimination in Charges Made and Collected on a Shipment of a Carload of Sheep From Jameson to Kansas City, June 25th, 1900.

Hearing held at Coates House, Kansas City, October 29, 1900.

Present—Commissioners Hennessey and McCully.

The complainant was present in person. The Wabash Railroad Company was represented by F. P. Sebree, attorney, and J. D. Lund, local freight agent.

The shipment concerning which the complaint was filed, was made June 25, 1900, from Jameson, Mo., to Kansas City, Mo. Complainant demanded a double-deck car for this shipment, in lieu of which, as provided by law, two single deck cars were furnished by the railroad company, and each car was charged for at the rate of 17½ cents per 100 pounds, on a minimum weight of 10,000 pounds, the aggregate charge made and collected being thirty-five (\$35.00) dollars, payment being made by complainant under protest. At the time of this shipment the rate as charged by the railroad company for a car load of cattle from Jameson to Kansas City, was at the rate of 11 cents per 100 pounds. Complainant contended that no more could legally be charged and collected for the transportation of a car load of sheep, as shipped by him from Jameson to Kansas City, than would be at the same time charged

and collected for the transportation of a car load of cattle between the same points.

Defendant claimed that the amount of \$35.00, as charged and collected for the transportation of the car load of sheep in question was legal, and in accordance with the rate as allowed by statute for the transportation of stock, and that its tariff, showing the rate of \$35.00 for the transportation of a car load of sheep for the distance between Kansas City and Jameson was filed in the office of the Railroad and Warehouse Commissioners, and had been approved by them.

The Wabash Railroad distance freight tariff between stations in Missouri, effective May 1st, 1898, and which, with sundry amendments, is still in force, being Wabash Tariff No. 17450, shows a rate of \$35.00 per car load of 20,000 pounds of live stock, without distinction as to the different kinds of stock, for a distance of 160 miles, being, as before stated, the distance from Jameson to Kansas City, via Wabash lines. This tariff was recognized by the Railroad and Warehouse Commissioners, as a "local" tariff, applying between local stations. The difference in the conditions and circumstances governing traffic between local stations and terminals has always been considered by the Commissioners as sufficient to justify a difference in the rates made on local and through traffic. It is very generally the rule with the various railroads of this State to apply "statute" rates on their strictly local traffic, and very little objection has been made to the tariff so made. In Wabash Tariff No. 17450, referred to, there is no discrimination made as regards different kinds of live stock, and the rates prescribed apply to all alike.

Wabash Railroad Tariff No. 21180, being a tariff on commodities between Kansas City and stations in Missouri and Iowa, effective January 1, 1900, prescribes rates for the transportation of live stock from Jameson to Kansas City. In car loads, cents per 100 pounds, cattle and calves, C. L., 11; hogs, single deck cars, 13; sheep, single deck cars, 17½. No rate whatever is made for sheep in legal car loads, the car load of sheep being as provided by law, 20,000 pounds. (Section 1092, R. S. Mo., 1899.)

To the rate of 17½ cents per 100 pounds for the transportation of single deck car load of sheep, minimum weight 10,000 pounds, from Jameson to Kansas City, the Commissioners made no objection, the charge being on less than car load.

The law (Sec. 1092 above referred to) requires all railroad companies to furnish a sufficient number of double-deck cars to supply the demand for such cars for the shipment of sheep on their respective lines, and to allow shippers to load both decks in said cars with sheep to the

aggregate extent of 20,000 pounds, which cars, so loaded, shall be transported as one car load of stock, and it is declared unlawful to charge or receive more for the transportation of a double deck car of sheep than the legal rate of freight allowed for the shipment of stock.

The defendant claims that the legal rate of freight in this case, as intended by the statutes, is the rate as prescribed by section 1194, R. S. 1899, for the transportation of live stock in car loads a distance of 160 miles (the distance from Jameson to Kansas City), being \$35.00 per car (17½ cents per 100 pounds), notwithstanding that at the same time Tariff No. 21180, before referred to, shows the rate as made for the transportation of cattle (stock), from Jameson to Kansas City, to be but 11 cents per 100 pounds in car loads, so that for a car load of cattle weighing 20,000 pounds \$22.00 would be charged and collected, whilst for a car load of sheep of same weight \$35.00 would be charged. This, in the judgment of the Commissioners, is a discrimination, both unjust and unauthorized by law.

The statute makes no distinction in the kinds of live stock in prescribing rates for transportation, and the Commissioners can not believe that the law intends that a discrimination, such as shown, should exist. That the law intends that no such discrimination should be made is clearly evidenced in the section establishing the minimum weight of a car load of sheep, the intention being that sheep should be carried on equal terms with cattle. This Board has always held the opinion that a car load of sheep, 20,000 pounds, should take the same rate per 100 pounds, as cattle in car loads, and have repeatedly so stated in reply to inquiries. Special instructions applying to shipments of sheep in Missouri, and filed with the Railroad and Warehouse Commissioners by several of the most important lines of the State, provide that a car load of sheep, 20,000 pounds, either in one double deck car, or two single deck cars, shall take cattle rate.

In the matter presented, the Commissioners are of the opinion that the charging and collecting the sum of \$35.00 by the Wabash Railroad Company, as complained of, for the transportation of a car load of sheep, 20,000 pounds, from Jameson to Kansas City, whilst the published tariff of the said railroad company shows that at the same time the aggregate charge for the transportation of a car load of cattle of equal weight, between the same points, would amount to \$22.00, is a discrimination, not warranted by the existing conditions and circumstances, or authorized by law, and do hereby order that the said Wabash Railroad Company, defendant in the case, refund to Hamlet Wynn, the complainant, within ten days after the receipt hereof by said defendant, the sum of \$13.00, being the amount of overcharge for the transportation of one car load

of sheep from Jameson to Kansas City, as hereinbefore referred to; and it is further ordered that within ten days after the receipt hereof the said Wabash Railroad Company change or amend any rules or regulations it may have in force relative to shipments of sheep in car loads (20,000 pounds or more), so that the charge for the transportation of such car load of sheep shall in no instance exceed the charge which at the same time applies on a car load of cattle, of like weight and for like distances.

By order of the Board of Railroad and Warehouse Commissioners.

JAMES HARDING, Secretary.

Copy of finding of the Commissioners in the foregoing case was mailed to Mr. S. B. Knight, G. F. A. Wabash R. R., Jan. 28, 1901.

No action being taken by the Wabash Railroad Company in compliance with the order of the Commissioners, as shown in foregoing, the matter was referred to Attorney-General Crow, in letter, as follows: March 28, 1901. "The Railroad and Warehouse Commissioners respectfully refer to you the following matter with the request that you promptly take such action therein as you may find proper:

July 28, 1900. Hamilton Wynn of Jameson, Mo., filed his complaint against the Wabash Railroad Company, as follows:

"I ordered a double deck 30-foot car for sheep, and they furnished me the two cars, and charged me full rates on both of them, as expense bill will show, and they charged me for 10,000 pounds for such cars at rate of 17½ cents per hundred."

After some correspondence, the matter was referred to Mr. S. B. Knight, G. F. A. Wabash Railroad, on September 1, 1900, as follows:

"Mr. H. Wynn of Jameson, Mo., complains of overcharge on a shipment of sheep from Jameson to Kansas City, via Wabash Railroad. The account sale filed by him is dated, Kansas City, June 27 ult., and shows payment of freight charges on two cars of sheep; way bills 44 and 45; Pro. Nos. 1402 and 1412; cars Nos. 271 and 16538; amount paid, \$17.50 each car, on 10,000 pounds each. Mr. Wynn states that he ordered a double deck car for this shipment, but that it was not furnished. The law provides that where a railroad prefers to furnish two single deck cars in place of one double deck car for the transportation of sheep, no more can be charged for the two cars than for the one double deck car. The law also provides that no more can be charged for the transportation of a double car load of sheep (20,000 pounds) than is at the same time charged for a car load of stock. It is the opinion of the Commissioners that Mr. Wynn is entitled to a rebate in this case, of the difference between \$35.00 charges paid, and the amount which would have been charged on a car load of cattle (20,000 pounds) between the

points named, and recommend an adjustment of the matter on that basis without delay."

September 11, 1900. The following was written Mr. Knight:
" * * * * The Commissioners will be pleased to have an answer from you to their letter of 1st inst., regarding rates charged on sheep from Jameson to Kansas City, as complained of by Mr. H. Wynn, and if nothing is heard from you within the present week they will take the matter up formally for adjustment."

Under date of September 12, 1900, Mr. Knight replied as follows:

"I beg to acknowledge receipt of your favor of the 11th inst., and also your previous communication relative to alleged overcharge on shipment of sheep from Jameson to Kansas City by Mr. H. Wynn. I am investigating the matter and will give you a reply at the earliest date possible."

Under date of September 18, 1900, the following was received from Mr. Knight.

"In reply to your favor of the 1st inst., relative to the complaint of Mr. H. Wynn of Jameson, Mo., for overcharges on shipment of two cars of sheep from Jameson to Kansas City. On investigation I find this shipment was charged correctly at \$17.50 for each car, \$35, being the class 'H' rate for the distance, Jameson to Kansas City."

October 16, 1900—The Commissioners decided to hold a formal hearing of the complaint of Mr. Wynn, and notified the complainant and Mr. Knight, G. F. A., as follows:

"You are hereby notified that the Railroad and Warehouse Commissioners will meet at the Coates House, Kansas City, Mo., at 11 o'clock a. m., on Monday, the 29th inst., for the purpose of formal hearing in the matter of the complaint of Hamlet Wynn against the Wabash Railroad Company on account of alleged overcharges for the transportation of sheep."

October 29, 1900—Hearing, as appointed, was held. See record of proceedings herewith, Exhibit "A."

Decision and order of the Board, see copy herewith, Exhibit "B."

Copies of decision and order were mailed to parties interested.

February 22, 1901—The following was written Mr. Knight:

" * * * * The Commissioners are informed by Mr. Hamlet Wynn of Jameson, Mo., that no attention has been given by the Wabash Railroad Company to the order of this Board, January 23, 1901, requiring that company to refund to Mr. Wynn the sum of thirteen dollars (\$13), being the amount of overcharges as found by the Board on car load of sheep hauled from Jameson to Kansas City in June, 1900. The Commissioners, unless their order, referred to is complied with within five days

from the receipt hereof, will be compelled to refer the matter to the Attorney-General so that proceedings may be instituted to enforce the order of the Board referred to."

The Wabash Railroad Company having failed to comply with the order of the Board, as shown in Exhibit "B" herewith, the Commissioners, as provided in section 1145, Revised Statutes, Missouri, 1899, request that you institute suit against the said Wabash Railroad Company, as provided by law, to enforce the order referred to. For further statement of the case in question, please refer to letter to you from this office November 28, 1900.

The letter of November 28 mentioned was as follows, requesting an official opinion in the case presented:

"The law provides that a shipper desiring to ship a car load of sheep may demand of a railroad company a double-decked car for such shipment. Should the company prefer, it can furnish two single-deck cars in lieu of one double-decked car, and the law further provides, 'and it shall not be lawful for said railroad companies, private companies or individuals to charge or receive for the transportation of a double-decked car of sheep more than the legal rate of freight allowed for the shipment of stock.' (Section 1092, R. S. 1899.)

In a complaint made to the Board by a shipper at Jameson, Mo., vs. the Wabash Railroad Company, it appears that he demanded a double-decked car for a shipment of sheep from Jameson to Kansas City, via the Wabash Railroad, the distance being 160 miles. The company preferred to furnish two single-deck cars in lieu of one double-decked car and charged for their transportation from Jameson to Kansas City an aggregate amount of \$35, being statute rate.

The maximum rate, as fixed by law for the transportation of live stock for a distance of 160 miles, is \$35. (Section 1194, R. S. 1899.) A car load of sheep, as provided by law (section 1092, R. S. 1899), is 20,000 pounds, the rate per 100 pounds for car load being 17½ cents. Tariff No. 21180, Wabash Railroad Company, effective January 1, 1900, makes rates from Jameson to Kansas City of \$23 per car load on horses and mules, or 11 cents per 100 pounds on cattle and calves (minimum load 19,000 pounds), of 13 cents per 100 pounds on hogs (single-deck car, minimum load 15,000 pounds) and of 17½ cents per 100 pounds on sheep (single-deck car, minimum load 10,000 pounds).

The plaintiff in the case presented claims that the charges for the transportation of a car load of sheep, whether in one double-decked car or in two single-deck cars, could not legally exceed the charge at the same time made for the transportation of a car of cattle, the difference in the charges as actually made being 6½ cents per 100 pounds.

The defendant claims that the charge of \$35 for the transportation referred to is in accordance with the law.

Briefs of the attorneys in the case are enclosed herewith.

In the brief of the attorney for the defendant, paragraph 3, it is claimed that the schedule of rates having been filed with the Commissioners the law was complied with, and from the time of such filing the rates in such schedules were the legal and authorized rates. The schedule filed shows a rate of $17\frac{1}{2}$ cents per 100 pounds from Jameson to Kansas City on sheep in single-deck car loads. The single-deck car load is 10,000 pounds, being one-half the minimum load prescribed by law, and the Board considered the rate of $17\frac{1}{2}$ cents per 100 pounds as being reasonable for a less than car load lot.

The question in this case concerning, which the Commissioners request your opinion, is as to the meaning of the last four lines of section 1092, R. S. 1899, and whether the rate per 100 pounds made by the Wabash Railroad Company for the shipment of cattle in car loads should apply to shipments of sheep in car loads.

The approval by the Commissioners of any rate made by a railroad company constitutes such rate, in the opinion of the Commissioners, 'a legal rate of freight.' The law makes no distinction whatever in the rates prescribed for the transportation of live stock. The Wabash tariff referred to makes no rates on sheep in legal car loads.

The Commissioners will highly esteem your prompt action in this matter, it being one of importance and in which they desire to make their ruling as soon as possible."

The reply of Attorney-General Crow was as follows:

State of Missouri, Legal Department.

City of Jefferson, January 9, 1901.

To Board of Railroad Commissioners, Jefferson City, Mo.:

Gentlemen—In a recent communication you request an opinion upon the following statement of facts, to wit:

(Here follows a copy of foregoing letter.)

"The question presented is whether or not the action of the Wabash Railroad Company is an unauthorized discrimination. The determination of this question will be governed by the construction to be given our statutes. The statute of Missouri, section 1129, R. S. of Mo., 1899, is as follows:

"Sec. 1129. Discrimination prohibited.—If any such common carriers shall, directly or indirectly, by any special rate, rebate, drawback or other device, charge, demand, collect or receive from any person or

persons, firms or corporation a greater or less compensation for any service rendered in the transportation of any kind of property upon such railroad within this State than it charges, demands, collects or receives from any other person or persons, firm or corporation for doing for him or them a like service in the transportation of a like kind of property under substantially like circumstances and conditions, such common carrier shall be deemed guilty of unjust discrimination, which is hereby prohibited and declared unlawful."

Is the shipment of sheep and cattle in car load lots, as related in the statement of facts hereinbefore set out, from the same point to the same destination in Missouri, "a like service in the transportation of a like kind of property under substantially like circumstances and conditions?"

By reference to sections 1193 and 1194, R. S. of Mo., 1899, it will be found; as you well know, that freight is classified, and among other classifications is the following: "Class 'H' shall comprise live stock in car loads." Section 1194 provides the maximum rates for certain classes of freight, and among others for Class "H," or live stock in car loads.

By reference to section 1204 it will be observed the Railroad Commissioners have power to classify all articles of freight transported on any railroad in the State, except the articles in the Special Classes D, E, G and H. This is clearly an evidence of the intention of the General Assembly to classify certain articles, and among them Class "H," or live stock in car loads.

Should sheep in car loads be included in this classification of live stock in car loads? Sections 1092, 1093 and 1094, R. S. of Mo., 1899, provide as follows:

"Sec. 1092. Double-deck cars.—All railroad companies, private companies or individuals, owning or operating a railroad or railroads in the State of Missouri, are required to furnish a sufficient number of double-decked cars for the shipment of sheep to supply the demand for such cars on their respective lines, and to allow shippers to load both decks in said cars with sheep to the aggregate extent of (20,000) twenty thousand pounds, which cars, so loaded, shall be received and transported by such railroad companies, or private companies or individuals, as one car load of stock, and it shall not be lawful for said railroad companies, private companies or individuals, to charge or receive for the transportation of a double-decked car of sheep more than the legal rate of freight allowed for the shipment of stock.

"Sec. 1093. Penalty under preceding section.—Should any railroad company, or private company or individuals, owning or operating a railroad or railroads in the State of Missouri, refuse or neglect to furnish

cars as provided in the preceding section, it shall not be lawful for them to charge or receive for the transportation of a car of sheep more than one-half the legal rate of freight allowed for shipment of stock.

"Sec. 1094. Further penalties.—Any railroad company or private company or individuals owning or operating a railroad or railroads in the State of Missouri, failing or refusing to comply with the provisions of sections 1092 and 1093, shall pay to the shipper not less than fifty dollars (\$50) nor more than two hundred dollars (\$200) for every failure or refusal to comply with said sections, to be recovered in any court of competent jurisdiction: Provided, that such railroad company, private company or individuals owning or operating a railroad in this State shall have the privilege of furnishing, instead of a double-decked car, two cars, *for which only one rate shall be charged.*"

It will be noticed that these sections make it the duty of the railroad company to transport one double-decked car, or, at the option of the company, two cars loaded with sheep to the aggregate extent of twenty thousand (20,000) pounds, as *one car load of stock*.

It would seem that sheep and cattle shipped under conditions herein considered are one class and a like kind of property. But that fact itself does not, in the absence of a statutory provision, necessarily prevent different rates for the same service if the conditions of the service are not similar. Mere inequality in charges does not, therefore, of itself amount to an unjust discrimination. It only becomes such, when a discrimination is made in the *rates charged for goods of the same class, of different shippers, under like circumstances and conditions*. So a mere reduction from the established or published rate is not necessarily an unjust discrimination, but it becomes such when it is either intended, or has a natural tendency to injure another shipper in his business.

Our Supreme Court, in 94 Mo. R., p. 458, said: "The principles enumerated (referring to constitutional and statutory provisions prohibiting discrimination in transportation service by railroad corporations) have their foundations in the common law, and sections 12 and 23, article XII, of our Constitution, and section 821 of the Revision of 1879 (now 1127 of R. S. of Mo., 1899) are but declaratory of the common law in reference to the subject of which said sections treat. A common carrier has the right to contract to ship freight at a lower rate than the published tariff rate if he choose to do so, and such a contract is not against public policy unless the privilege to ship at such a rate is granted exclusively to the shipper *with whom it is made, or is denied to other shippers*. It is the exclusiveness of the privilege granted to one, and denied to another which *makes the discrimination* and renders the contract void."

The fact in the case we are considering is not where the discrimination complained of is caused by giving a lower than the published tariff rates to one person, but the discrimination consists in demanding the maximum rate allowed by the statute for a given service while charging the published rate (which is less in this case than the maximum legal rate) for a like service to others. But if the shipment is of a like kind of property, and under similar circumstances, under the statutory provisions of our State, a discrimination exists. The mere fact that the complainant was only charged the maximum legal rate fixed by the provisions of section 1194, R. S. of Mo., 1899, would not relieve the company from the charge of discrimination, if its published tariff for a similar service was below the maximum rate and all others than complainant were only charged for said service the published rate. In other words, an unlawful discrimination can be accomplished by a carrier by charging one shipper above the published tariff rate and yet not exceeding the legal maximum rate for a given kind of transportation service, and charging other shippers only the published tariff rates, although said published rates are lower than the maximum rate allowed by law for a like service. This is just as much unlawful discrimination, in my judgment, as it would be to charge one shipper less than the published established tariff rate for a given transportation service, and to demand of all others the regular published established tariff rates.

It is my opinion that cattle in car loads and sheep in car loads are like kinds of freight and belong to one class under our laws in Missouri.

The remaining question is, can different rates be charged for shipments in car load lots of cattle and sheep from the same point in Missouri to a common destination in our State, under the circumstances stated in your communication to me? As before stated, inequality in charges does not of itself constitute unlawful discrimination, but I believe it to be the settled law of this State that a railroad company, a common carrier, owes a duty of equality to every citizen, and that a railroad company has no right to make any undue discrimination or preference in their charges, and a charge made to one shipper higher than another for the same service, under like circumstances, constitutes undue preference and discrimination, and therefore renders the charge unreasonable. Such is the general rule and it is vastly important to the general public that there be no undue relaxation of this rule for exercising, as they practically do, a monopoly of transportation on their roads, railway managers have in their hands a tremendous power by discrimination to enrich one man and ruin another. The equality which is thus prescribed is not a strict and literal equality under all circumstances, however varying and different. It is rather an equality in the sense of freedom from unreasonable

discrimination. It is only unjust, undue or unreasonable discrimination against which the law has set its canon. Arbitrary discrimination is illegal, is discrimination made with a view to giving advantage to one person. But the truism that circumstances alter cases applies here, and under a different state of circumstances a discrimination may be reasonable and lawful which, were the circumstances the same, would be undue and unreasonable. *"In order to render lawful an inequality of charge the goods must be carried under different circumstances and the question whether the difference is material or essential arises in each particular case."*

9 American Railroad and Corporation Reports, p. 266.

It seems to me that in the case stated in your request for an opinion that the transportation service rendered to the shippers of the sheep and cattle is not under materially different circumstances.

Perhaps it might be suggested that the fact that it requires either a double-decked car or two ordinary cars to transport the statutory tonnage for a car load of sheep would constitute a material difference and makes the shipment of a car load of sheep, the rendering of a service under materially different circumstances from a like service in the shipment of a car load of cattle, but the answer to that suggestion is that section 1194 of our statutes classifies the car load of sheep and the car load of cattle as "Live stock in car loads," and places both in the same class, and sections 1092, 1093 and 1094 says a double-decked car or two ordinary cars loaded with sheep to the aggregate extent of twenty thousand pounds shall be received and transported by the railroad company as *"one car load of stock,"* and it shall not be lawful for said railroad company to charge or receive for the one double-decked car or the two ordinary cars, loaded as aforesaid, more than the legal rate of freight allowed for the shipment of stock.

Therefore, the statute has expressly said that this difference in the character of the cars or amount of room necessary to transport the statutory number of pounds of sheep as a car load of live stock shall not authorize a charge of more than the legal rate by the railroad company for the shipment of a car load of cattle. Therefore, the difference in the shipment of the sheep and cattle and its materiality is eliminated from the controversy. But it is suggested that the prohibition relative to the charge for the shipment of sheep in section 1092 expressly says: *"It shall not be lawful for said railroad companies to charge or receive for the transportation of a double-decked car of sheep more than the legal rate of freight allowed for the shipment of stock."*

And, hence, it is argued that as the statute says they shall charge no more than the *legal rate* of freight allowed for the shipment of stock,

that this is equivalent to saying that any charge for the shipment of sheep in car load lots, up to the maximum legal rate is allowed; and, therefore, as the rate charged in the case submitted is admitted to be, while higher than the rate for cattle in car loads, yet only the maximum legal rate for stock, consequently, although the charge for sheep is greater than for the cattle, it is yet a legal charge.

But this argument and this construction of sections 1092, 1093 and 1094 overlooks other provisions of the statutes.

If only sections 1092, 1093 and 1094 were considered, the conclusion above suggested might be reached as to the right to charge the maximum rate for stock in the case under consideration, but all the provisions of the statute relating to the subject must be looked at and the intent of the General Assembly gathered therefrom.

We find that section 1129 of the same article and chapter, and relating, of course, to the same subject, the regulation of freight charges, provides that if any railroad company, directly or indirectly, charges or receives from any person a greater compensation for any service rendered in the transportation of any kind of property upon any such railroad within this State than it charges or receives from any other person for doing for him a like service in the transportation of a like kind of property under substantially like circumstances and conditions, such common carrier shall be deemed guilty of unjust discrimination, which is hereby prohibited and declared unlawful.

Sections 1092 and 1093 were enacted in 1881 (see laws of 1881, p. 83), and section 1094 in 1885 (see laws of 1885, p. 91), and section 1129 as to unjust discrimination was enacted in 1887, at the extra session of the General Assembly (see laws of 1887, p. 16).

The intention and legal effect of section 1129 is to so limit the right to make different rates in all cases that unjust discrimination in freight charges for like services in the transportation of a like kind of property under substantially similar circumstances shall not exist. This prohibition applies to all rates for all classes of freight, and applies with equal force to freight shipped under Class "E" (which is live stock), as well as to Class "D" (which class is grain in car loads). And as the provisions of the statute classify cattle in car loads and sheep in car loads as being the same kind and class of property, and also specifically, as I think, does away with any material difference in the character of the shipments of the two articles by declaring that the increased car space requisite to transport the maximum number of pounds to constitute a car load of sheep shall make no difference in the freight rate, I am of the opinion that it was not intended a railroad company or a common carrier should be allowed to charge or receive more for transporting a car load.

of sheep (without regard to whether the sheep are in a double-deck car or in two cars), than a car load of cattle, under the circumstances stated in your letter.

I, therefore, beg to say, in my opinion, the Wabash Railroad Company in this instance should not be allowed to charge more for the shipment of sheep in car loads than for the shipment of cattle. I remain,

Very truly yours,

E. C. CROW,

Attorney-General.

Complaint of Floyd Rogers of Gallatin, Mo., vs. the U. S. Express Company on account of alleged discrimination in shipments of live poultry.

Complaint filed December 29, 1900.

After correspondence with officials of Express Company a hearing of the matter was appointed and held at Gallatin January 25, 1901.

Proceedings and finding by Board were as follows:

John F. Rogers.

Questioned irregularly.

Q. You may state, as briefly as possible, your complaint as to the discriminations that you claim to have been made against you here by the Express Company in your business as a shipper of produce.

A. My complaint is this: Dr. Thomas, as express agent, compelled me to bring my chickens to the express office at 5 o'clock p. m., or near about, for shipment on train going out at 9:20 p. m., Rock Island, east, due in Chicago at 9:50. Mr. Sailor told me he had been guessing his chickens off at 120 pounds to the coop. I sent my young man, that was working for me and he guessed mine off at 120 pounds to the coop, to the full coop, and half coop at 60 pounds. I had no objection to that, for the reason that I could leave the chickens in my barn, feed and water them, take them off the roost and put them in coops and haul them myself to the R. I. train most of the time.

Mr. McClaskey—

Q. Who is McLaskey?

A. The expressman.

Mr. McClaskey refused to go to my place of business—of course, it was off the square—to get my chickens. I didn't want to take them to the express office and leave them—nobody there—until 9:20 at night, on account of the fact that it might rain on coops, that would get chickens and coops wet, because they were weighed at the other end of the road. Dr. Thomas went to other places of business and got their chickens. I mean went and weighed them.

(Rogers shows plat, indicating position of scales at his place of business with reference to Thomas' route to and from office to his home.)

Q. Could Thomas, in going to and from his home and the office, pass your place of business and Mr. Sailor's place of business without going out of his way?

A. He wouldn't go five steps out of his way.

Q. State whether, if you know, there is any shrinkage between shipments made, as you say the agent compelled you to make them, and the way other shippers of like goods were permitted to make them in Gallatin.

A. I should say about fifteen pounds to the coop.

Q. Do you know this of your own personal knowledge?

(For reply, Rogers shows commission men's reports.)

Q. What is, if you know, the ordinary shrinkage on a coop of chickens between here and Chicago, when the chickens are shipped, that is crated in coops just a short time before they are taken to the depot for shipment?

A. I would think about ten pounds—from five to ten.

Q. What the shrinkage where shipped under conditions under which you were required to ship?

A. Where I would have to catch the night before, about 10 to 15 pounds more than the other.

Q. Explain to the Commission the disadvantage at which you are placed by being compelled to make shipments in manner described, compared with shipments made in the manner in which you say others are permitted to make them?

A. I have to catch them in the day time, or catch the night before and put in coops. And if I buy chickens at five o'clock in the evening I would have to hold them until the next night.

Q. Are you treated differently from other Gallatin shippers?

A. Yes, sir.

Q. Who are the others?

A. Mr. Lynch, for one.

Q. What is the difference?

A. He goes to his place of business and weighs the chickens, goes to Mr. Haggerty's and weighs his chickens and goes to Mr. Places and weighs his chickens and compels Mr. Sailor and myself to bring ours up to the express office at 4 o'clock. After he found out I was writing to these gentlemen about it, he said he would bill out at 5:30 p. m.

Q. This, at same time, he took poultry from other people?

A. Yes, sir.

Q. And for same train?

A. Yes, sir.

Q. Do you expect the agent to stay there and bill out produce until train time?

A. I didn't want to bill out until train time, as it was such a loss.

Q. He has continued to refuse this service up to this time?

A. I stopped shipping until I could get the thing settled.

Q. Were any discriminations in respect to weighing chickens made against you?

A. I don't understand that.

Q. Are or were you treated differently from other shippers, except Mr. Sailor, in the matter of weighing produce?

A. Weigh just the same at express office, but he goes to their places of business and weighs theirs.

Q. Do you know whether the company still guesses off chickens?

A. Know nothing about it.

Q. If they take them at 120 pounds to the coop, what was the use of weighing?

A. The first time I shipped they weighed 156 pounds. And Sailor told me he guessed off at 120 pounds.

Q. At this same time?

A. Yes, sir; after that I sent the young man.

Q. Any further statements you desire to make?

A. No, sir.

Mr. Thomas questions.

Q. Didn't I call you up one evening and tell you to send your poultry at 5:30?

A. Yes, sir; after I got to writing to these gentlemen I sent the boy up and asked you how late would be the latest you would bill out poultry. The boy came back, and said 4:30. You telephoned me that the boy had made a mistake, that it was 5:30; but this was not until after I got to writing about the trouble.

Q. When you objected to bringing poultry and leaving them at the express office, didn't I say to you, "we will take them to the barn?"

A. I never objected to taking them to the express office.

Q. And do you remember your reply to my question, or suggestion?

A. No, sir; not at all.

Q. Did you not say that you would not take your poultry to the express office or allow them to be taken to the barn?

A. No, sir; I said I wouldn't.

Q. What other shipments did you make?

A. Quite a number; don't remember.

Rogers asks Thomas the question: Didn't I ask you to ship out two crates of poultry and you wouldn't ship after four if I didn't have them there?

A. No, sir.

Thomas continues questioning.

Q. Did you come to my office on the 25th of December and ask me to bill out a coop of chickens and let you take them to the depot?

A. Not that I remember. Don't know as I did.

Q. Did you not then get in a "flurry" and say that you would take them to the depot and send them without billing or weighing?

A. Yes, sir. You wouldn't bill them, and I was going to send them C. O. D. I thought I could—but didn't until next day noon, ship them.

Q. Did I not tell you you couldn't ship them without billing?

A. Yes, sir.

Q. Did you not say you could and you would?

A. Yes, sir; if you couldn't bill them until after four, would try and send them C. O. D. to the company.

Q. Do you know of any case where I have billed other poultry different from yours?

A. Yes, sir.

Q. Tell what you know about it?

A. Weighed mine at 156 pounds, and guessed Mr. Sailor's off at 120 pounds, and never weighed them at all. Sailor reported mine at 120 pounds to the coop.

Q. Did you ship a coop of chickens on the 25th of October?

A. I'd have to look it up. I've got any amount of bills to show when I did ship. Rogers asks Thomas the question: You guessed my coops off at 120 pounds, didn't you?

A. No.

Q. Did you guess off half coops at 60 pounds?

A. No; you reported them at 60 pounds.

Thomas questions.

Q. You say I guessed your coops off at 100?

A. No; we reported at 120 pounds, and they were billed out at that.

Q. Did you ship one about October 17th weighing 101 pounds?

A. Would have to look over bills to find out. Don't make any difference about the weight. I don't remember; it might have been.

Sailor.

Q. Make a statement of what you know about the matter?

A. I know that Mr. Rogers ships poultry and lives by me. When

first shipping poultry he reported stuff at express office the same as other shippers at about 120 pounds to the coop.

Q. You mean to say that it wasn't customary at that time for the express agent to weigh coops of poultry?

A. No, sir. There was some objections made as to the matter of weight. After this Mr. Rogers took his poultry to express office, and they weighed it. I also took mine. The other parties didn't.

Q. Did you weigh yours?

A. After objection was made to poultry being weighed without going to express office I weighed mine at the express office.

Q. During the time that you claim to have been guessing off, or rather not taking it to the express office to have weighed, did you really weigh coops or did you guess off and tell him?

A. I weighed and reported actual weight. But when I commenced shipping there, the chickens were young and 120 pounds was as much as could be put in one coop, and sometimes not that much.

Q. How much does the average coop of chickens weigh?

A. I expect about 160 or 170 pounds, old chickens.

Q. Do you remember two coops sent by Rogers that weighed as high as 190 pounds?

A. I don't remember what they did weigh.

Q. State the difference between the way you and Rogers are required to ship and the way other like shippers are permitted to ship?

A. Don't exactly know. Chickens stood in the hot sun and liable to die. Don't know exactly what difference.

Q. Were other shippers beside you and Mr. Rogers required to take their chickens to the express office to be weighed?

A. I think not.

Q. Were other shippers besides you and Rogers required to take their chickens to express office at 4 o'clock p. m. and not later than 5:30 for shipment on 9:15 train at night.

A. They were not.

Q. Were you and Rogers required to do these two things that you say others were not required to do?

A. Yes, sir.

Q. State whether or not you and Rogers at different times requested the express agent to weigh your chickens at your respective places of business in Gallatin?

A. I did, and don't know about Rogers whether he did or not.

Q. Would it have been out of his way for Thomas to have gone by your place of business in going to and from his home?

A. No, sir.

Thomas questions. I will ask you, Mr. Sailor, how far Mr. Lynch's place of business is from my office?

A. Two blocks; he is on the second half.

Q. How far are Haggerty and Wampler?

A. About three blocks.

Q. Mr. Places?

A. About the same distance.

Q. I will ask you if I did not say to you that if you would get as near my office as the other shippers were, I would come to your place and weigh your chickens?

A. No, sir; you didn't; you said you didn't have to, when I asked you to come.

Q. Will ask you if poultry going on "16"—the noon train—hasn't always been billed before I go to dinner?

A. What I shipped has.

Q. Do you not know that when I start to dinner I would have to come back to express office to bill them and then return to dinner?

A. No, I don't know.

Q. Do you not know that the other parties report their stuff before I go to supper?

A. I don't know when they report it.

Q. Did you not report to me one time for Lynch?

A. Yes.

Q. Did you report after supper, ever?

A. Don't think I did.

Q. (Selby) Will ask you if that occurred during the time these shipments were being guessed off, that is, when you reported before supper?

A. Yes, sir.

Thomas. Q. Will ask you who guessed this poultry off?

A. Don't know.

Q. Did you not report to me?

A. Sometimes I did.

(McCully) Report what; did you weigh and report what it weighed or report stuff for the express agent to weigh?

A. Reported about 120 pounds to the coop. Guessed it off and weighed it afterward.

Q. When was this, when you were working for another firm?

A. Why, yes.

Thomas. Q. Will ask you if I did the guessing off?

A. I don't think you had much to do with it; you never saw the stuff.

Q. Was this during warm weather you guessed it at 120 pounds?

A. Yes, in September.

Q. You did this the same way in shipping for Rogers and in shipping for yourself?

A. Yes.

Q. At how late a date were you permitted to guess your freights off at 120 pounds?

A. I don't know.

Q. Did you guess yours off at 120 pounds recently?

A. No.

Q. Have you been shipping along with Rogers all the time?

A. Yes.

Lynch.

Q. You reside here?

A. Yes.

Q. You are a shipper of produce?

A. Yes.

Q. Was Thomas in the habit of guessing off poultry in the way you have heard described?

A. I never knew if he did, and I've been shipping poultry several years.

Q. Are you required to bring your stuff to the express office?

A. No, sir; we have an agreement, the short distance I am from the office—hardly a block—that he come there and weigh it, or take my weight, and I go there and help load at night.

Q. Are you still in business?

A. Yes.

Q. Do you still pursue this practice?

A. Yes.

Q. Are any other shippers denied the privilege you enjoy?

A. I heard some talk of them being mad because they wouldn't go to haul stuff from their places of business.

Q. You think if they would proceed as you do, that—(Objected to.)

Q. You say Dr. Thomas never guessed any off for you?

A. Never knew him to; in summer we put about as many weights in and about as many chickens, as a rule.

Q. If he didn't guess it off, who did?

A. I never knew that any one did. I always weighed mine.

Q. Did you give your weights to him, and did he accept them?

A. Yes, sir. Frequently I have billed my chickens and weighed them afterward, but billed them at what I weighed them; but no guessing in it.

Q. Who does your weighing now?

A. I do. And part of the time Dr. Thomas weighs them to see they are right, after I bill them.

Q. What do you mean by "guessing off?"

A. Never heard anything about it until I came here. It's new to me.

Q. You are not required to take your chickens to the express office to be weighed?

A. No, he comes down there to weigh them, with the agreement I spoke of, or I really insist on him doing it, as an accommodation; it is but a short distance, and I help load them.

Q. Does the express or baggage man come to your place of business for them?

A. Yes.

Q. At what time?

A. Different times; all the way from 7 to 9 at night. I generally go to the barn and wait.

Thomas asks: Have I not been to your place of business, and you either take out or put in poultry to make the weight 120 pounds?

A. Yes, sir.

Place.

Q. Do you live here?

A. Yes, sir.

Q. Are you in the poultry business?

A. No, sir; not now.

Q. Were you in that business during the past year?

A. Yes, a short time during the forepart of the winter.

Q. During the time you shipped chickens from Gallatin, state as briefly as possible the manner in which you were required to do it, by the express company?

A. To the best of my knowledge, to be there by four or half after, prompt.

Q. Did the custom he required of you differ from others?

A. Not that I know of.

Q. Were you required to take your chickens to the express office to be weighed?

A. No, sir. It was right on his way home to come by my place of business.

Thomas asks question: I will ask you if on one occasion I did not come to your place and when we weighed coops we thought they were too much crowded?

A. Yes, sir.

Q. And you took chickens out of these coops?

A. Yes, sir.

Haggerty.

Q. You are engaged in the shipping of poultry?

A. Yes.

Q. For how long a time have you been so engaged?

A. Since about the middle of last April.

Q. Have you during any part of that time been required to take your chickens to the express office to be weighed, at four, or not later than 5:30 p. m., for shipment on 9 o'clock R. I. train at night?

A. No, sir.

Thomas asks: How far is your place of business from express office?

A. About three blocks.

Earl Black.

Q. You work for Rogers?

A. Yes, sir, I did, but am not at the present time.

Q. What did Thomas, the express agent, tell you about the time when chickens must be delivered at express office for shipment on R. I. night train?

A. Told me, to my understanding, four or half past five o'clock, to bill them out at that time.

Q. Did he tell you they must be brought to the office?

A. He told me that towards the last. At first we didn't take them to the express office.

McClaskey.

Q. As express messenger I will ask you what is the custom with respect to taking these shipments of poultry?

A. I had an understanding with the shippers that they would load them, and we go and get all within a block of the square. This was the agreement with all the shippers, and I never refused anything within reach of that.

Q. You do go and get poultry within those distances?

A. Yes, sir.

Q. And you refuse to go outside of those limits?

A. Yes.

Q. What time do you usually go and get these shipments within those distances?

A. From seven o'clock to nine; usually about eight.

Q. You did, and do, refuse to go and get shipments outside of those distances?

A. I do.

Q. How far is Rogers and Sailor from the square?

A. Don't know where Sailor lives; to Rogers it is five or six blocks.

(Then a discussion in which final determination reached was that it was three blocks to Sailors and two further to Rogers.)

Thomas.

Q. Will ask you, Mr. McClaskey, if you didn't have something from three to five loads of poultry and baggage?

A. Yes, sir.

Q. And it sometimes required an earlier start to the depot than at other times?

A. Yes, sir.

Thomas.

Q. Since what time have you been going to these different places of business and weighing consignments?

A. I don't remember the exact date, but since it turned cool, or cold, and they are making heavier shipments.

Q. Prior to that time, what was your regulation with respect to weighing?

A. Frequently, when very busy, I took the weights given me by the shippers.

Q. Was that practice uniform?

A. Yes, sir.

Q. With all shippers?

A. Yes, sir.

Q. It would not inconvenience you in any respect to go by Mr. Rogers' and Mr. Sailor's on your way to and from home to weigh for them, would it?

A. No, sir; not to weigh for them, but to bill it would.

Q. Why?

A. Because it would be on my way home, and the office closed.

Q. After having obtained the weight, number of boxes, and the assurance that they would be shipped on a certain train, would not the matter of making out bills be very easy?

A. If I were at the office it would, but I am at home then.

Q. I'll ask you whether this requirement is not simply that you need not come up town after supper?

A. Yes, after I have closed the office and locked up my books I wouldn't want to come back.

Q. There would be considerable difference between requiring shippers to come to the office before dinner with goods for noon R. I. train and to come to the office at from 4 to 5:30 with goods for nine fifteen R. I. train, would there not?

A. I think not.

Q. Just please explain why.

(Declined.)

Q. What is your rule with reference to closing at noon?

A. 11:30.

Q. In the afternoon?

A. In the winter about 5:30; in summer about 7 o'clock.

Q. Do or did you require them to report stuff for shipment under all circumstances?

A. Yes, sir.

Thomas makes statement. In the last year I was trying to make a record breaker with poultry and was anxious for Rogers' shipments as others.

State of Missouri, }
County of Daviess. } ss.

I hereby certify that the above and foregoing is a full, true and correct transcript of the evidence taken by myself in the case of the Board of Railroad and Warehouse Commissioners against U. S. Express Company at Gallatin, Missouri, on the 25th day of January, A. D. 1901.

GEORGIA HAYNES,

Stenographer.

In the matter of complaint of J. F. Rodgers of Gallatin, Missouri, against United States Express Company, on account of alleged discrimination in shipments of live poultry.

Hearing held at Gallatin, Mo., January 25th, 1901.

Present, Commissioners Hennessey and McCulley.

Complainant present in person.

Defendant represented by its agent, Dr. Thomas.

Evidence of witnesses was heard, and decision reserved until after the filing of briefs by parties to complaint.

February 5th, 1901, the Board found as follows:

The evidence in this case shows that under the regulations governing the delivery of poultry to the express company by the complainant he was subjected to inconveniences, as regards the time of delivery of his shipments, which, in the judgment of the Commissioners, was not warranted, under the circumstances, being compelled to deliver shipments at the express office before 4:30 p. m., whilst the train carrying them did not pass Gallatin until 9:30 p. m., other shippers not being required to do this. Complainant also avers that by reason of this requirement he was obliged to catch and coop his poultry the night before

shipment, which occasioned a considerable loss to him, by reason of shrinkage in weight.

It was also shown that complainant's shipments were weighed and shipped at actual weight, whilst the coops of poultry belonging to other shippers were billed without weighing, on weights less than those for which complainant was charged on same character of shipments.

The Commissioners, after careful consideration of the matter, and of the evidence offered, order that, taking effect at once, all rules and regulations regarding the weighing and billing of express matter, including live poultry in coops at Gallatin, must apply to all shippers, without discrimination.

They recommend that the limit of time up to which shipments will be received by the express company at Gallatin be extended as nearly as possible to the time of the arrival of trains upon which shipments are to be made.

They also recommend, as being in the interest and to the great convenience of all shippers of live poultry at Gallatin, that arrangements be made for the delivery and weighing of such shipments at some convenient point where the shipments of all dealers in poultry can be received and weighed. The receiving and weighing of poultry, as suggested, if arranged for all shippers alike, will not only be greatly to their convenience, but will, in the judgment of the Commissioners, do away with all cause for complaint regarding these shipments.

By order of the Railroad and Warehouse Commissioners.

JAMES HARDING,
Secretary.

New York, February 9, 1901.

Mr. Jas. Harding, Secretary Railroad and Warehouse Department, State of Missouri, Jefferson City, Mo.:

Dear Sir—I am in receipt of the report of the Honorable Board of Commissioners of your State, on the matter of a certain complaint by J. F. Rodgers, of Gallatin, Mo.

It will give us pleasure to conform to the requirements of your Honorable Board to the extent of our ability.

The papers have been forwarded to our General Superintendent with necessary orders.

Yours truly,
C. H. CROSBY,
1st V.-P. and G. M.

May 4, 1901—The following was received:

St. Louis, Mo., May 3rd, 1901.

Hon. T. J. Hennessey, Chairman Board Railroad Commissioners, Jefferson City, Mo.:

Gentlemen—We have a matter of car service charges which we would like to take up with your Board. These are over some charges made against us by the Car Service Association in this city, and which we have refused to pay on the

grounds that they are unjust and illegal, and claim that our case has been decided and a precedent established by your Board in the case of the Brownell Car Co. of St. Louis vs. C. Car Service Association, the hearing of which was in St. Louis, January 15th, 1900, and decision rendered February 16th, 1900. Now, in taking this matter up with your Honorable Commission we would like, if possible, to get the testimony as given in the above case, that is, if it is convenient for you to give it to us, and if there will be no expense attached to it. We would also like to have you notify Mr. T. P. Adams, agent of the Missouri Pacific Railroad, that we have taken this matter up with you, and that until it is decided that he must not put into effect the rule, which they have, which refuses to place cars on our switch, because of our refusal to pay car service on other cars. Will say further, in connection with this, that Mr. Adams has told us that he would put this rule into effect, and we told him that he could set our cars on a public siding or wagon track which is parallel with our own siding, and from which we could unload with equal facility. Mr. Adams threatens to deliver these cars to a public track quite a distance from us, claiming that he has this right. The rule does not say this, and his reason for doing this is to coerce us into paying charges which we claim are unjust. We think, if you would write Mr. Adams and notify him to withhold applying this rule, he will recognize your authority. Kindly let us know when it will be convenient for your Commissioners to hear us. We would like a little time to get all of our evidence in proper shape and would suggest that about the 13th or 14th of May would give us ample time. We remain,

Yours truly,

E. R. DARLINGTON & CO.

The following letters were subsequently received relating to complaint of Darlington & Co.

St. Louis, Mo., May 7th, 1901.

Board Railway Commissioners, Jefferson City, Mo.:

Gentlemen—We have been notified by Mr. T. P. Adams, agent of the Missouri Pacific, that unless we pay the car service bills, which we have taken up with you as being unjust and illegal, that they will refuse to switch cars for us. We wish to call your attention to the carservice rules bearing on this matter, which is for the purpose of compelling shippers to pay charges whether just or unjust. This rule simply states in event the shipper who has a private siding or track refuses to pay car service charges that the railroad company will then refuse to set cars on their private siding and will place them on the public wagon track, and will demand payment of freight charges before permitting the unloading of same. The Missouri Pacific Railroad have a public wagon track which they use for unloading and loading purposes at Vandeventer avenue and very convenient to our lumber yard. We have insisted that if they refuse to set cars on our track that they place them on their Vandeventer avenue track. Mr. Adams tells us that he will not do this, but that he will place them at Spring avenue switch, which is at least a half mile away from us. This, of course, is done for the purpose of making us as much trouble and expense as possible, as they bring these cars right by our Vandeventer switch down to Spring avenue. We respectfully ask that you wire Mr. Adams to hold this matter up until a decision is given by you in the original case. It is entirely unjust and unfair for the Car Service Association of the Mo. Pac. R. R. to take such arbitrary steps when the question of the legality of these charges is in doubt, and the matter is taken up before your Honorable Board. It certainly shows a great lack of respect on their part for the State Commissioners. We believe that we are not asking anything more than is proper and just to have this action held up until you have decided who is right in this matter. We remain,

Yours truly,

E. R. DARLINGTON & CO.

St. Louis, Mo., May 8th, 1901.

State Board Railway Commissioners, Jefferson City, Mo.:

Gentlemen—Mr. T. P. Adams, agent of the Missouri Pacific Railroad, has just notified us by telephone that he has received your instructions to continue our switching service until this matter that we have up with you is decided, but

while he submits to your orders he tells us that he will not allow us to unload these cars until we have come to his office and paid him the money in lawful currency. He will then give us an order to his yard clerk at Vandeventer avenue that we will have to present to the yard clerk before we will be permitted to unload our cars. In the meantime during all these preliminaries the car service will be accruing. Now up to this time we have been paying the Missouri Pacific their freight charges by giving them a check upon bills being presented to us either through the mail or by their collector. We have a down town office in the business center of the city through which their collector makes his round daily. It is customary for them to collect their freight charges in this way. These methods that Mr. Adams now proposes to adopt are simply for the purpose of annoying us, and punishing us because we have had the temerity to resist what we consider unjust charges and refuse to pay them. You can readily see that it will take considerable time for us to go to the Missouri Pacific freight office, which is in the southern part of the city, pay these bills, and then to our west end yard, which is some three miles out, and deliver their orders to their yard clerk. The time consumed in doing this will take up several hours, and when we questioned Mr. Adams if he expected the car service rule to apply on these cars during this time he admitted that he did. While we dislike to annoy your Honorable Board with these petty details we feel compelled to do so, as we are practically at the mercy of these people, and we must call upon you to insist that Mr. Adams treat us with all the usual forms, methods and courtesies that he has been extending to us in the past, and that he now extends to all patrons of his road. We contend, and we think with all fairness, that these petty efforts of his to cause us undue annoyance are in direct conflict with your instructions and show you great disrespect. Understand, we are perfectly willing to pay freight charges promptly on presentation of the bills, but we think that all these efforts on the part of Mr. Adams and Mr. Prall to force us to pay these charges before your Honorable Board can pass upon them should be denied and your orders to continue our service as usual in every respect should be issued to Mr. Adams. The shippers of this city are practically at the mercy of the railroad corporations, and it is only through the intervention of your powers that we can get relief.

We trust you will take prompt action, and will notify Mr. Adams, we remain,
Yours truly,

E. R. DARLINGTON & CO.

St. Louis, Mo., May 9th, 1901.

Mr. W. M. Prall, Union Station, City:

Dear Sir—As the State Board of Railway and Warehouse Commissioners have decided to take up our case of car service charges, and in order to present this matter before them in a concise and practical way we would request of you that you give us a statement, the same as you gave us in your letter of April 6th, replying to our letter of March 28th, only dating this statement back to January 1st, 1901. We will state frankly that we desire to show by this statement the manner in which the Mo. Pac. R. R. have been handling our cars at Vandeventer avenue, and the time which we have taken to unload them. You have all this data at your command, and we believe that you are only anxious to show that your charges are reasonable and just, and that such a statement from your books will do you no injustice. Kindly advise us by return mail if we may rely upon getting this statement in a reasonable time. We expect this statement to show date our cars were received at St. Louis, date upon which they were received by the Missouri Pacific R. R. Co., date of their switching same to their west end yard, date that same were offered to us, date and time of placement upon our switch, date and time of release, contents of cars and car service charges, if any, and where car service charges have been created, if paid or not.

Hoping to hear from you promptly, we remain,

Yours truly,

E. R. DARLINGTON & CO.

St. Louis, Mo., May 11th, 1901.

Board Railway Commissioners, Jefferson City, Mo.:

Gentlemen—We enclose letter which we addressed to Mr. Prall on the 9th inst., but did not send it, thinking it best to submit this letter for your inspection,

and ask you to make this demand upon Mr. Prall. We deem it very necessary to have these facts in order to present our case before you in the proper manner. We would also ask that you issue an order on Mr. Prall instructing him to suspend any rule that he may have ordered Mr. Adams to put into effect in connection with our business transactions with the Missouri Pacific until you pass upon the matter. So far, we have had no trouble, but do not wish to have any further complications.

Thanking you for the courtesies that you have extended us, we remain,

Yours truly,

E. R. DARLINGTON & CO.

St. Louis, Mo., May 14th, 1901.

Mr. James Harding, Secretary Missouri State Commission, Jefferson City, Mo.:

Dear Sir—Acknowledging receipt of your service under date of May 13th, this is to advise that I will appear at the office of the Commission on Thursday, May 16th, at 10 o'clock a. m.

In regard to your supplementary instructions under same date, much as it is my desire to furnish all information required by the State Commission, I must advise that it would be impossible between now and the 16th day of May to do so.

As I am cited to appear before your Commission on complaint of Messrs. Darlington & Company all records bearing on said complaint will be furnished by me when required. It being understood that Messrs. Darlington & Co.'s complaint must be confined to specific cases presented by them.

Yours truly,

W. M. PRALL.

Hearing of complaint was appointed at St. Louis May 16.

Hearing was held with proceedings as follows:

In the matter of the complaint of E. R. Darlington & Company of St. Louis vs. the Central Car Service Association and the Missouri Pacific Railroad, because of alleged discrimination in delivery of cars and unjust demurrage charges.

Hearing held at office of Chief Grain Inspector, 420 Rialto Building, St. Louis, May 16th, 1901.

Meeting called to order by the Chairman, Hon. T. J. Hennessey.

Present, the Chairman, Commissioners McCully and Rice.

Mr. E. R. Darlington represented his firm.

The Central Car Service Association was represented by its superintendent, Mr. W. M. Prall, and the Missouri Pacific Railway Company by Mr. T. P. Adams.

Mr. Hennessey: I take it, gentlemen, that you know the nature of the charges filed by Darlington & Company with the Railroad Commissioners?

Mr. Prall: No, Mr. Hennessey, we do not.

Mr. Darlington: I would like to say a few words first, Mr. Hennessey. While we are presenting this case and bringing it before your Board we are really the defendants in the case; that is to say, the railroad company, the Missouri Pacific Railway Company, has presented bills against us which we have refused to pay, claiming that they are unjust and unreasonable. Therefore, while we have been forced to bring the

matter to your attention we are practically defendants, and the railroad company should first make their case against us, and allow us to make the defense. In other words, I would like to have them present reasons why these charges are made.

Mr. Prall: On behalf of the Car Service Association and the Missouri Pacific Railway Company I wish to state that we have no cause of complaint against Darlington & Company, and refuse to present any case.

Mr. Darlington: The Missouri Pacific have presented these claims.

Mr. Hennessey: I think, Mr. Darlington, that Darlington & Company should be compelled to show some ground for complaint. I do not know anything more than it is a kind of discrimination. You claim that you are discriminated against in two or three ways, first that they take cars through—

Mr. Darlington: Do you wish me to present my case first? Is that your way— Well, gentlemen, our case is very simple. I will put it as briefly as possible. We are not attacking the Car Service department, or the Car Service rules, or the Missouri Pacific Railroad. We simply want to ask you gentlemen to pass upon the reasonableness of the charge which they have made against these cars, and take into consideration all the circumstances which surround the case. In the first place, they presented to us car service bills amounting in all to the sum of twenty-four dollars.

Mr. Hennessey: Mr. Darlington, I will ask that you be sworn, and if you have any other witnesses here they might as well be sworn also at this time.

E. R. Darlington, sworn as to the truthfulness of his statements to be made, and continues:

They also presented to us the record of these cars, which I will offer in evidence, and submit to you. This record shows that they have practically bunched our cars; that they received on March 8th four cars; on March 9th, one car; on March 10th, six cars. Now, these cars were received, as I understand it, somewhere in the city by the Missouri Pacific Railway Company, and to make this matter clear, perhaps I had better describe our location.

Mr. Rice: These cars were for your company?

Mr. Darlington: Yes, sir; our yard is at Chouteau avenue, near Vandeventer avenue, and they bring them out there and set them on our switch. The record here shows that they are switching to the West End Yards—what they call their West End Yards, and the four cars which they brought in on the 8th and received on the 8th; and on the one car which they received on the 9th, they did not set those cars out to the West

End Yards until the 10th; and on the seven cars received on the 10th, they set them out to their West End Yards on the 11th. On the 13th, they say, they offered us those cars. That is, five days after they received four of them, three days after they received seven of them, and four days after they received one of these cars. Our switch will only accommodate six cars, and we have been unloading in the neighborhood of one hundred cars since the first of the year. I won't state that positively. I have the record that shows eighty-eight, and that record is not completely made up, so that I think we have probably unloaded one hundred cars since the first of the year. These cars they offered us on the 13th—of course, we were unloading cars that had been received previously. They switched some of them in on the 14th, in fact, two of them on the 13th, the record shows. They switched in some more on the 15th, and others on the 18th.

Mr. Hennessey: You mean they put them on your siding?

Mr. Darlington: They put them on our siding, the one on the 20th—this is their record, and it shows the date of placing, and I want to show how quickly we handle these cars, the actual time of unloading. I want to show you the actual time we unloaded these cars. These are large cars, loaded with lumber, which is heavy stuff to handle, and the cars now-a-days pile up pretty fast, and it takes a little time to unload these cars. On car 15276, placed on our track on the 15th, third month, was released on third month, on the 15th. We got a dollar car service on that. We unloaded it the same day it was placed on our track. This is their record:

On car 11121, placed on our track on the 3-15, we released it 3-16; we had \$2 car service on that.

On car 94686, placed on our track 3-14, released 3-14, the same day; no car service on that. I will just read the record to show the way we handle these cars.

On car No. 8690, placed on our track 3-18, we released it on the 3-19; \$4 car service on that car.

On car 94522, placed on our track 18th, third month, released on the 18th, third month; \$3 car service on that, although we unloaded it the same day we got it.

On car 14142, placed on our track 3-13, released 3-14; no charge on that car.

On car 9003, placed on our track 3-14, released on 3-15, the following day, one dollar charged against that car.

On car 4985, here they do not show the date of placing, but they offered it to us on the 13th—they placed it on the 14th, and we released it on the 15th; one dollar charged on that car.

On car 10529, placed on our track on the 3-14, released on the 3-14, the same day; no charge on that car.

On car 14234, placed on our track on the 3-13, released on the 3-14; no charge on that car.

On car 9557, placed on our track 3-20, released on the 3-21; six dollars on that car, although we unloaded it within the forty-eight hours; making a total of \$24. They afterwards—I protested against this charge and after considerable correspondence, in which I called the attention of Mr. Prall and Mr. Adams to the fact that we had handled our cars very promptly, and I thought his records would show it, and I knew our records would show it, and it was only after protesting, and going to them, and telling them that they were holding cars down on their hold track, because our switch would only hold a certain number, and they could not set them on there, and these charges really accumulated for this reason; I argued that that was unreasonable; and they insisted that it was a ruling of the Car Service department, and it would have to be enforced. However, they came in—now during this correspondence, to go back a little, I just want to read one letter from Mr. Prall. Mr. Prall, I have no doubt, is going to argue that this car service rule of his has been upheld by the courts all over this land, and that you can not go back of the car service rule. I am going to show you that the Inter-State Commerce Commission has passed on these matters and has laid down decisions stating that all these rules of the car service associations are subject to a reasonable view of what is a reasonable charge for switching, and for service; in other words, they can not make a rule which is infallible and arbitrary and give it to one man and say he must carry out those rules; but they must make allowances for what is reasonable in each case. Now Mr. Prall will undoubtedly tell you that in all cases he investigates thoroughly, and that wherever he finds it proper to make a refund he is going to do it. To show how thoroughly he investigated our case, and to show you how just and fair he was to us, I just want to read his letter in which he enclosed this very statement, showing the way we handle these cars:

“St. Louis, Mo., April 6th, 1901.

E. R. Darlington & Co., 3900 Chouteau Ave., City:

Gentlemen—I enclose you herewith for information, with return of your favor of March 28th, statement of the handling of all cars referred to.

The first column, date cars were received; second column, date switched to west yard; third column, date offered; fourth column, date placed; fifth column, date released; sixth column, contents; seventh column, car service.”

Under the head of "remarks" he stated in this letter that there are two dates, and each of those dates means that there should have been \$1 more charged on those cars, so that shows he was not satisfied with what they did charge, and wanted to draw more—

Mr. Prall: I object to that. You must not draw inferences of that kind, Mr. Darlington, from what I said.

Mr. Darlington: That is just what you do say—

Mr. Prall: Then the letter is the best evidence. I do not want you to draw inferences of that kind.

Mr. Darlington: That is just what you say, and now, mind you, we unloaded lots of them the day we got them, and they hold their cars two or three days, and in some cases five days, before they set them out, and yet he says "You complain of poor service. This statement shows conclusively that if you unloaded your cars as promptly as they were delivered to you, your service would be correspondingly improved, the only poor service was because of your failure to receive the cars which necessitated the holding out of cars on hold tracks, and their offer to you on March 13th in the customary manner on Form 25, and in this connection desire to state that Mr. Adams' subordinates did not apply the rule directly to you in that he placed the cars that were offered you on 3-13, 7 a. m., when he should have placed them on 3-12, 7 a. m."

Mr. Rice: Had you refused any of those cars up to that time?

Mr. Darlington: No, we never refused them that I know of. In connection with that, I would like to say that this is the first instance of the kind that we have ever been subjected to out there; that is, holding of the cars on the hold track and charging us car service for them.

Mr. Hennessey: Had you room for all the cars on your track?

Mr. Darlington: No, sir; only six.

Mr. Hennessey: Did you have room for the cars they were holding out from day to day?

Mr. Darlington: They claim we did. I suppose they are going to show by their numerous witnesses that we hadn't room. I have not brought any witnesses, because I think I can show to your satisfaction that these charges are unjust.

Mr. Rice: You have room for only six cars. In what way did you communicate with those gentlemen when you wanted cars?

Mr. Darlington: As I understand it, the switchman out there simply places them. He sees that the cars that have been placed have been unloaded, and he knows they have got some more cars down there, and he takes out the empties and puts in the other cars. That has been the custom, I believe. They served notice that these twelve cars were down there, and that they were holding them for us. But we did not under-

stand, and I was entirely ignorant at the time, that they were charging us car service.

Mr. Rice: You knew the cars were there?

Mr. Darlington: Personally, I did not. I will say, perhaps our men did. But they did not understand they were charging us car service. We could not have handled these cars any quicker than we did. The Missouri Pacific has a long siding right along side of our track, which they use occasionally for unloading. They claim it is not a public track, but they use it for that purpose at times. I have seen cars unloaded there for people that I know, and can prove that, if they are going to make a point of that. It seems to me they could have put those cars up right along side of our yard, and then we could have got at them.

Mr. McCully: This track that you speak of is your own private track?

Mr. Darlington: Yes, sir.

Mr. McCully: Is it used by anyone else? Does anyone else use it in connection with your firm?

Mr. Darlington: The lower end of it is used by the Huttig Sash and Door Company, and the Wool Scouring people below us.

Mr. McCully: The track will only hold six cars?

Mr. Darlington: Yes, sir; the track through our ground will only hold six cars.

Mr. McCully: Is this stuff, you speak of unloading, material or lumber consigned to you?

Mr. Darlington: It is our material.

Mr. McCully: Material shipped by your order?

Mr. Darlington: Yes, sir; we have a yard. There is the yard. (Referring to plat of yard, which he explains as to directions, connections, etc.,) and continuing, reads from letter, as follows:

Rule 5, section 2, is explicit in that it is instructions to all agents to record cars as placed to the consignee where the agent is unable to get on the consignee's siding." Now, the point we make in this matter, gentlemen, is that if the railroad company had taken these cars which came in on the 8th, 9th and 10th, and had brought them out without holding them until other cars accumulated, there is a strong possibility or probability that none of these charges would have accrued.

Mr. Hennessey: Did you have room on your track for them at that time?

Mr. Darlington: I think we did. I think cars were constantly being unloaded and removed. I think our records show that we unloaded them with such rapidity as to warrant that supposition. That is what I wanted that record for, and I think he ought to furnish it to you. Gen-

lemen, I think he should furnish the record of our cars from the 1st of January down to date, showing the time of receiving by the Missouri Pacific, the time they were switched out to their West End yards, the time they were offered to us, the time they were placed on our track, and the time we released them. He can do it, and he has already done that as to these particular cars, and he admits that Mr. Adams has those figures and can make them up, but he did not have time.

In the case of the Brownell Car Company, which you passed upon, I claim that our case is very similar, if not exactly similar. These cars came from different points, that is true, while Mr. Brownell's all originated at one point. They came into the city at different times, as the records show, and they offered them to us all at once, just as Mr. Brownell's were, and in that decision—

Mr. Prall: You said they were offered all at once, just as Mr. Brownell's were. I say Mr. Brownell's were not offered at all.

Mr. Darlington: That is merely a technical point. I will say in Mr. Brownell's case there was no notice offered, and in our case there was. We brought this complaint before this Board more as to the reasonableness of the charge, and the reasonableness of the service, and as to whether we, as consignees, have unduly delayed the unloading of our cars, than anything else. It looks to us, gentlemen, the more business we do the more the railroads try to hamper us. If they came before you and showed where we had cars two or three days, or three or four days, without unloading them, it would be different; but the records show we have unloaded them promptly. In your decision in the Brownell case you say: "In the matter of the complaint of the Brownell Car Company of St. Louis vs. the Central Car Service Association, on account of alleged overcharge for demurrage. The Commission having carefully considered the evidence taken in the foregoing matter, decide that the charge of \$3 made by the Central Car Service Association, for demurrage on three cars of machinery, as stated, was an improper charge under the circumstances presented, and if said charge has been paid by the Brownell Car Company the amount so paid must be at once refunded by the Central Car Service Association." Now, that is what we base our claim upon, upon that decision, and that decision is backed up by—

Mr. Prall: Can not I have the whole of that decision read?

Mr. Darlington: I will read it all. The last paragraph refers to rule five of the Car Service Association. I am not attacking that rule of the Car Service Association. I have no objection to reading it all.

Mr. Prall: I think it is important that the whole decision be read.

Mr. Hennessey: We are familiar with that decision and do not need to have it read for our information.

Mr. Darlington: It was just a matter of saving a little time. I have no objection to reading it all. My time is valuable, and I guess yours is—

Mr. Hennessey: We can very readily refer to it when we come to make our decision.

Mr. Darlington: As I said before, this decision of your honorable Board is backed up by the decisions of the Interstate Commerce Commission. Here is the 14th annual report of the Interstate Commerce Commission for the year 1900, and there are some very interesting decisions by this Interstate Commerce Commission which I have no doubt you gentlemen will consider in making up your decision in this case. Here is a decision, decision No. 617. I would like to read this, because I would like to show you where this car service rule, and where the penalty that they put on us shippers is very severe—

Mr. Hennessey: In order to save time, and as we will not decide this case to-day anyway, I suggest that we have a copy of that report in our office, and if you will just refer to the decisions you wish considered, we will take them up and examine them when we come to make our decision.

Mr. Darlington then offers in evidence decision No. 617 of the Interstate Commerce Commission, and decisions 1075, 1076, 1077 and 1078 of said Commission, as found in the 14th annual report of the Interstate Commerce Commission.

Now, I just want to say in regard to this decision, and I would like to place a little stress upon it, and call your attention to the way they interpret these things. It will not take much time. In decision 1075. I will not read the whole thing, but just call your attention to a part of it. It says: "And if demurrage charges are made to commence before the expiration of a reasonable time for loading or unloading, this may be a violation of the provisions of section 1 of the law, which directs 'that charges made for any service rendered or to be rendered in the transportation of passengers or property, or in connection therewith, or for the receiving, delivering, storage or handling of such property, shall be reasonable and just.'"

Then in decision 1076 they say, further, "the commission"— Now here is where the Supreme Court—I expect you are going to hear a lot from Mr. Prall about the courts. And I want to give him a decision from the Supreme Court of the United States: "The Commission has no power to prescribe rates, maximum, minimum or absolute, the Commission may order the carriers to desist from an unlawful practice (Interstate Commerce Commission vs. East Tennessee V. & G. R. Co., 85 Fed. Rep. 110). The Commission may, therefore, after investigation,

find a particular rate to be unlawful and prohibit the exaction of that rate, or find the time for loading or unloading unlawful, or, in other words, unreasonably small, and forbid the charging of demurrage at the expiration of that time, and before the expiration of a reasonable time." Now, that is what the Interstate Commerce Commission says. A man has got to have forty-eight hours to unload his stuff, and they can not put it in their yards, and hold it where we can not get at it, and say we have to pay car service charges. In view of this decision, and in view of your own decision in the Brownell case, and taking in consideration the speed in which we unload our cars, as shown by the records, we claim these charges referred to are unjust, and should not be allowed.

Mr. Prall: I suppose, using Mr. Darlington's record, I hardly think it is necessary to introduce very much more, excepting you require witnesses to sustain said record. It being for you to rule as to whether or not Mr. Darlington has admitted its correctness.

Mr. Hennessey: Have you witnesses here, Mr. Prall?

Mr. Prall: Yes, sir.

(Witnesses sworn by the Chairman.)

Mr. Prall: Mr. Darlington makes statements that he does not question the reasonableness of the car service rules, or the service of the Missouri Pacific Railroad in its delivery of his lading to him on his track. Consequently it is not necessary for me to ask your attention to the rules excepting—

Mr. Darlington: May I interrupt there, your Honor? I do not like for Mr. Prall to misstate. He says I do not dispute the reasonableness of this charge, or the reasonableness of the service of the Missouri Pacific Railroad. That is what I have disputed, and I say again that is just what I do dispute.

Mr. Prall: The record will show just what you said. His particular objection, however, to the carrying out of the rules is on the charges on certain freights delivered on his private siding, adjoining and adjacent to the Missouri Pacific tracks. And so that the Honorable Commission may understand just exactly where the contention is, I attract your attention to this map. If you will note that the deliveries to Mr. Darlington are made on a double end siding. The part belonging to him and adjacent to his ground will hold six cars if they are not over thirty feet long each, and five cars if one or more is more than thirty feet long. Now, I desire to attract your attention to his statement in regard to the Interstate Commission, and also his various references to the court, and I will admit that both the Interstate Commerce Commission and the courts insist that the car service rule, or the storage rule, can not obtain until after the railroad has performed its contract carrier ser-

vice. But the courts point out that if the railroad is under obligations to absolutely fulfill its carrier service, when it has done it, it is the obligation of the consignee to remove the lading and free the car. The railroads all admit that they are responsible for their delivery tracks, and the roadways adjacent thereto; in other words, that they do not reasonably tender a car unless they put it in a place where it can be unloaded. Now if certain of their patrons elect to unload their cars on what is known as private sidings their responsibilities for the conditions at the private sidings is exactly the same as the responsibility of the railroad on a public delivery track. I am prepared, in connection with that statement, to prove that E. R. Darlington & Company did not keep their track in its proper condition, and in the condition they are obliged to, in as much as before the period for which they were charged car service they unloaded lumber on each side of the track, as per exhibit on this map, and practically shrunk their facilities for doing business two and one-half car lengths, so that during this period they could only handle three cars of lumber; that the agent could only place three cars of lumber on that track, and that they expected the agent to do the extra service, and incur the extra cost of switching on account of their interference with that service, and then withhold the switching.

Now, I will take this exhibit of Mr. Darlington's, in which he claims he did extra good unloading, and I desire to attract your attention to the fact made evident by his statement, that they can unload a car in one day. I additionally desire to attract your attention to his statement that he has a record of unloading eighty-eight cars since the 1st of January, and thinks he may have unloaded as many as one hundred cars, but has a record of eighty-eight cars which they have unloaded. But eighty-eight cars is just about one car for each working day since the first of January, the time he mentions. He had facilities for three cars, as stated by me, but they only averaged one car and a slight fraction per day since the 1st of January. I must refer you gentlemen to rule 5, section 2, of the car service rules. It says that consignees being obliged to furnish the same facilities comparatively on his siding that the railroad has to furnish on the delivery track, that if the railroad fills that siding and has cars on the outside, that the consignee is obliged to unload the cars placed on his track and make room for the cars on the outside, and if such track or tracks be full when the road offering the cars would have made delivery, then it should be considered that the delivery has been effected. Now, there is nothing complicated in the rule, and the rule is in accord with the decisions of the court, and in accord with the decisions of the Interstate Commerce Commission, and the practice in this Association, and the practice that we are prepared to maintain, under the

law, is in accord with this statement. But when the matter was brought before me in the Brownell case, I agreed, that is for the Car Service Association, in my practice in handling claims, to make allowances by refund in the case, because the agent did not give the consignee the notice that he had the car. That agreement has been faithfully carried out by me from that day to this, and we are prepared to show that not a car was charged to E. R. Darlington & Company until after notice, on the regular form, was presented to him or his employe, so that he had full knowledge of every car that was not standing on his track, and from the conditions, as stated by me, it was possible that he could have unloaded every one of those cars, if he had prepared for them, without being charged one dollar of car service. I will attract your attention to the case of the Kentucky Wagon Manufacturing Company at Louisiana, Judge Toney delivering the opinion of the court, in which he said that in that emergency the proper time for unloading is the time it would take to actually unload the car.

Mr. Rice: He knew these cars were in the yard?

Mr. Prall: Yes, sir; and I am going to prove that.

Mr. Hennessey: Is this hold track that you speak of accessible to wagons, and do people unload there?

Mr. Prall: No, sir.

Mr. Adams: It is not exactly a hold track; it is just a track there used for surplus cars, and it may vary according to the use of the track, but wagons can go out there.

Mr. Hennessey: It seems to me that the railroad company should have what they call a wagon track, and place the cars on it, and give the consignee an opportunity to unload those cars before the demurrage should commence to accrue.

Mr. Prall: That is practically what we do. Any consignee can say to Mr. Adams I want those cars on the delivery track, and he will take them and put them there. But if we should attempt to hold these cars until it suited the convenience of the consignee to unload them, the cars would all stand on our tracks outside, and a railroad could not do business. It says that they shall be unloaded within a reasonable time—

Mr. Hennessey: It does not look reasonable to me that this demurrage charge should begin when the cars are where you can not get at them.

Mr. Prall: Every agent understands that a consignee who has a private track wants the cars placed on his track; but if he has no private track then they are placed on the delivery track, and time is not charged until they are put on the delivery track. But when he puts them

on that delivery track, then he can not order them back on the siding without paying the extra switching charge.

Mr. Darlington: I would like to ask Mr. Prall how it is that these same circumstances did not arise before?

Mr. Prall: It has, Mr. Darlington. I also wish to present a practical copy. You will find that they will compare together. The only difference is that I have got, as you notice, another column here. (Referring to paper.) I wish to explain that. Proceeding in accordance with your ruling in the Brownell case, cars were not charged until official notice was given. If we had proceeded in accord with the rule the amount of car service, under rule 5, section 2, without making allowances for notice—in this case we gave notice; but if we had just complied with rule 5, section 2, without sending notice, the car service—I will show where it is marked—the additional amount of car service, the total amount, would have been \$28 additional. That is the amount of car service that he escaped because the clerk delayed in presenting the notification to him that he had the cars. This is also on the exhibit. I will say that if mistakes are made the mistake is always in favor of the consignee. We also—

Mr. Darlington: He says the mistake is always in favor of the consignee. I want to show you that he has presented bills for \$24, and after we called his attention to the matter he cut that down to \$7.

Mr. Prall: There might have been a little question about that, but if it was a question for the lower courts he would have paid the \$24. But so long as there is not an actual legal question we can afford to waive the rule in favor of the consignee. If we are forced into the position of standing on our rights the law must decide, and the whole case must be submitted to the court. Additionally, I only have a little more to say. Now in regard to the Brownell case. I desire to attract your attention, as I understand the decision in the case it was that you decided that the \$3 in controversy must be refunded to Mr. Brownell, if it had been collected, because of the failure of the Wabash Railroad to send them notice that they had the cars.

Mr. Darlington: The decision did not say that at all. It says the reasonableness of the charge, and the circumstances surrounding the case.

Mr. Prall: If the Commission desire that we should prove the accuracy of the reports, Mr. Adams and his employe are here for the purpose of bearing it out.

Mr. McCully: Of this report here?

Mr. Prall: Yes, sir. Maybe you do not fully understand. These bills have been presented to Mr. Darlington and he has refused payment.

Matters were then reported to me by Mr. Adams. Now it is the obligation of the railroads to collect their car service when the bills are correctly assessed, and the method of procedure is provided for in what is known as Rule 10, collection of car service. Mr. Adams, in accordance with his obligations, was preparing to proceed for the collection of the money when Mr. Darlington made complaint before your Commission, and in accordance with your request the enforcement of the collection has remained open.

Mr. Darlington: Right here I want to call your attention to the decision of the Interstate Commerce Commission in case 617, where it says that the railroad company can not refuse to deliver freight simply because the consignee has refused to pay demurrage charges, and that is the rule that they have undertaken to enforce. I would like to ask Mr. Prall a question. I would like to ask if he claims we have made a practice of refusing to pay car service charges, and that we have been dilatory in unloading our freight. I claim our records show we have been unusually prompt in doing so. Their own men have admitted that to me when I asked them; they say we know you have unloaded your cars promptly. I would like to ask Mr. Prall how much car service we have paid, if he can tell?

Mr. Prall: I can not.

Mr. Darlington: Well, I want to say we have paid very little, but we have always paid when we held cars over forty-eight hours. We have sometimes written for a refund, or for an order for refund, if the road was in error, but where we have held those cars over forty-eight hours on our tracks we have paid the car service, because we admit that cars should be promptly unloaded, and our instructions to our men are to that effect, and Mr. Prall told me several years ago; he said, if your firm will keep a record of your cars I will consider that record, and give it just as much consideration as my own—

Mr. Prall: I do that.

Mr. Darlington: I must say that I do not think he has given it that consideration.

Mr. Hennessey: Do you take any exceptions to this record filed here by Mr. Prall?

Mr. Darlington: Only in that way. I do not care for any witnesses.

Mr. Adams: You admit getting this form 25 notice, on account of our inability to put them on your track?

Mr. Darlington: Well, you understand that our office is down town, our city office is down town, and that is where I am personally most of the time. It is possible this notice was delivered to our men. They said

they received some sort of notice, but they did not understand the nature of the notice, nor did I. I am not disputing the notice.

Mr. Rice: Have you any complaint to make, Mr. Prall, about the promptness of the Darlington Company in unloading cars?

Mr. Prall: The only complaint is in the nature of the bill for demurrage. That is the only way we make complaint. If they do not unload the penalty applies. It is as much to the interest of the railroad that they unload as it is to the shipper.

Mr. Darlington: Mr. Prall has placed a good deal of stress on the piling of lumber along our track, claiming it interfered with the delivery of cars. There were one or two cars previous to this matter upon which we protested, our men claimed that they could not unload them because they were not properly placed. He came back and said the lumber piles interfered with the placing of cars. But this is the record here. We are entitled to place lumber along that track. We have got room here, and we have handled three or four cars a day, instead of one car, as Mr. Prall says.

Mr. Prall: I said you have averaged one car a day for each working day since the first of the year—a little more than one car a day.

Mr. Adams: Do you claim the railroad company could have placed more cars, and you could have unloaded them if they had done so, and that we had no right to hold cars outside, and if they had been set in they could have been unloaded?

Mr. Darlington: I claim we unloaded our cars as promptly as they could be after they were set. The fact that you had other cars down in the yard, if we knew it—we did not know it—but if we had known it we would have asked that they be placed on the wagon track for unloading.

Mr. Hennessey: You said something about a wagon track just outside of your private track.

Mr. Darlington: Yes, sir; they have a track right along beside our track, and since we raised this question they have asked Mr. Adams to place them there. We did not do it before, but this question was not raised before.

Mr. Prall: I want to present this in evidence, and then I will present one witness. This is form 25, spoken of here today. It reads as follows:

"March 12, 1901.

Mr. E. R. Darlington, City:

You are hereby notified that the following cars are now on tracks at this station for your unloading or disposition, and that said cars are subject to a charge of \$1.00 per day or fraction of a day for all time that

they are held beyond the free time allowed by the rules of this company." Then follows the number of the cars, the initial, contents, date and time placed. Now, I would like to introduce Mr. Robinson as a witness.

William H. Robinson, produced, sworn and examined, testified as follows:

Examined by Mr. Prall.

Q. Can you tell me what that form is?

A. Yes, sir; it is a notice to consignee that after the expiration of 48 hours if the cars are not unloaded they will be charged one dollar per day or fraction thereof until they are unloaded.

Q. Can you tell me what this particular form is? Was that served upon Mr. Darlington, or is it a copy of notice served by you on Mr. Darlington, and if a carbon copy what—

A. It is a carbon copy. On March 12th I made out this original and carbon, and put it in an envelope, and took it to Mr. Darlington's office, and presented it to the gentlemen there, his book-keeper, I do not know his name, presented it to him, and he just said "All right." That is all the remark he made. He was busy at the time I went in.

Cross-Examination by Mr. Darlington.

Q. Did you serve any similar notice than this before?

A. On you?

Q. Yes, sir; before this one.

A. Yes, sir; February 19th, three cars.

Q. Has it been customary in all the time for you to do that?

A. Yes, sir; when you have cars on the outside that can not be placed on the track.

Q. Have you ever served us with more than two notices?

A. No, sir; not during my time.

Q. How long have you been there?

A. Two years.

Q. There was no question asked; you simply handed it to our book-keeper, and there were no questions asked?

A. No questions at all.

Q. And you made no explanation?

A. No, sir.

Q. This is the second time you ever served us with this notice?

A. Yes, sir.

Q. Before that there was no difficulty?

A. You did not have so many cars before that they could not be placed on your track.

Mr. McCully: Mr. Darlington, why were these cars that were held

out, and on which it is claimed this demurrage accrued, why were they not placed on your track?

Mr. Darlington: The railroad company claims they could not place them there, because there was not room enough.

Mr. McCully: As a matter of fact, do you know why they were not placed?

Mr. Darlington: My theory is that they did not switch the cars out promptly, and if they had done so they could have placed them there.

Mr. McCully: You do not know what the condition of your private track was, whether it was encumbered with empties, or filled with loaded cars, or not?

Mr. Darlington: I think possibly there were empties, and possibly there were loaded cars, but if they had handled the cars promptly I feel sure we could have unloaded them.

Mr. Adams: On the date Mr. Darlington claims we failed to place the cars we claim we placed them as fast as he could take care of them, in the condition that he was laboring under at the time. We have a man here present that will make a statement showing you how things were handled, and why the cars were not set.

Mr. Darlington: Before that man makes his statement, I would like to answer your question a little more fully, Mr. McCully. The theory that we advance is this. They will receive, as I outlined in my first argument, they will receive a lot of cars on the 4th of the month. Now, they did not bring those cars out and set them on our track until the 15th of the month; and they did not offer them to us until the 13th—

Mr. McCully: Did you know they were there?

Mr. Darlington: No, we did not know about them. They hold them down in their South St. Louis yards until five days later; and then they get in a lot more cars on the 10th, which they offer to us at the same time.

Mr. Prall: Name one of those cars, Mr. Darlington?

Mr. Darlington: I have named them. It is all in the record. I simply want to call your attention to the fact that they held these cars five days before they offered them to us, and that it was seven days after they received them before they put them on our track.

Mr. Prall: And saved you five dollars a car on them?

Mr. Darlington: You can not prove that. If you had brought out and switched them in rotation I do not think there would have been any charge. We were handling them promptly. Some cars were unloaded the same day we got them, and yet you claim we did not unload those cars as promptly as we should. Our record shows that there is not a shipper in the city that unloads any quicker than we do, and your

own men admit that we unload cars promptly. That is the record. What does it say: received on the 15th, unloaded on the 15th; received on the 15th, unloaded on the 16th—every one of them within the time, and the car service accrued down there because you bunched them, and then they come up here and try to claim that they did not.

Mr. Robinson recalled.

Examined by Mr. Prall.

Q. Did you have any complaint from E. R. Darlington in regard to the service?

A. No, sir.

Q. Did they at any time during the setting of these cars make any protest to you on account of poor service?

A. No, sir.

Q. So far as you knew everything was satisfactory to E. R. Darlington & Company?

A. Yes, sir.

Q. Why did you not offer the form 25 on cars in the lower yards?

A. They were not in my territory.

Q. If they had been in your territory you would have offered them sooner, and the charges would have been correspondingly more?

A. Yes, sir.

Q. There was a slip between the men in the other territory, and the time lost; was it charged to E. R. Darlington?

A. No, sir.

Q. It was a loss to the Missouri Pacific?

A. Yes, sir.

Q. It was to the advantage of E. R. Darlington?

A. Yes, sir.

Q. If E. R. Darlington had unloaded the cars, and there were empties on the track, would the other cars have gone in?

A. Yes, sir; as soon as the empties were removed.

Q. If the cars were on the hold tracks in your territory would the other cars have come up?

A. Yes, sir.

Mr. Rice: Would that switch been made that day?

Mr. Prall: What I mean is that they will keep Mr. Darlington's track full, but if he insists on having two and a half days to unload the cars then his cars will come more slowly. If he will unload cars the day he gets them then other cars will be set in. The way to get cars is to unload them quickly, and then other cars will come.

Mr. Darlington: Why did you hold those cars from the 8th to the 15th?

Mr. Prall: Because your tracks were full.

Mr. Darlington: I insist that Mr. Prall or Mr. Adams furnish that record just as I asked for it in my letter under date of May 9th.

Mr. Prall: I object. Mr. Darlington has no right to ask for any record excepting there is a case.

Mr. Darlington: I claim that I have for this reason, that Mr. Prall has made the statement, and the record will show it, that the reason these cars were delayed, were not set out, that the reason these cars were not set out between the 8th and the 15th, you understand, was because previous cars were in the way. Now he says he is ready to prove that, and I want him to show that record. It is easy enough to have testimony of that nature, but the record will show it, and you, gentlemen, can take it under consideration in much better shape if it is presented in that way. You just want to arrive at the facts in this matter, and that is all we want, too. We want what is fair and reasonable. I have no witnesses. We simply want to present the facts as clearly as we can.

This being all the evidence offered on either side, the Commissioners took the same under advisement, reserving their decision for a later date.

STATE OF MISSOURI, RAILROAD AND WAREHOUSE, DEPARTMENT, }
CITY OF JEFFERSON, June 8, 1901. }

*In the Matter of the Complaint of E. R. Darlington & Company vs.
Central Car Service Association of St. Louis.*

Hearing held at St. Louis, May 16th, 1901.

Complaint alleges that certain demurrage charges made by defendant on cars held on hold tracks of the Missouri Pacific Railway were illegal.

The evidence taken shows that certain cars of lumber consigned to complainant were placed on hold track on arrival at St. Louis, and due notice of such arrival, with request for orders concerning their disposition, was given complainant in usual form, as follows:

"You are hereby notified that the following cars are now on tracks at this station for your unloading or disposition, and that said cars are subject to a charge of \$1.00 per day or fraction of a day for all time that they are held beyond the free time allowed by the rules of this company."

Section 5 of Rule 2, rules and regulations of Central Car Service Association provides as follows:

"Cars for loading or unloading shall be considered placed when such cars are held subject to the orders of consignors or consignees, or held for the payment of freight charges."

This rule was approved by this Board February 16th, 1900, in its finding in the case of the Brownell Car Company vs. The Central Car

Service Association. Forty-eight hours "free time" is allowed after placing cars for loading or unloading, after which a demurrage charge of \$1.00 per day is made. This charge also has been approved by this Board as being reasonable.

Cars consigned to complainant having been held awaiting orders beyond the free time allowed by the Car Service Association rules, due notice of arrival having been given, demurrage was charged accordingly.

E. R. Darlington testified that he did not know personally that any cars were held, but perhaps his employes did, but they did not understand that car service was being charged on cars held beyond free time limit. The fact that Darlington & Co. were ignorant of this rule is not a sufficient plea for the non-payment of the charges. The enforcement of the rule referred to is absolutely necessary for the prompt transaction of the business of the railroads terminating at St. Louis. If otherwise, any manufacturer or dealer could have cars consigned to them held indefinitely, awaiting such time as might best suit their convenience for delivery and unloading. Upon the prompt delivery and discharge of cars at destination depends in a great measure the very existence of any railroad handling a large traffic, and it is imperative that proper, reasonable rules regarding this most important matter should be made and enforced. The rule referred to is one of the most important governing the movement of cars after arrival at St. Louis, and certainly has had a very beneficial effect in improving car service, and preventing blockades.

Mr. Darlington's evidence shows that the private track of Darlington & Co. has a capacity of five to six cars, according to length. Evidence taken shows that by the piling of lumber on each side of this track its capacity was reduced to three cars instead of five or six.

Parties having private tracks upon which they expect cars to be placed for loading or unloading should use every effort to keep such tracks clear, and in condition to be used to their full capacity, if occasion demands, in order that the prompt movement of cars can be assured. Promptness in delivery of cars by railroads, in accordance with the orders of consignees and prompt discharge of cars after receipt, is essential for the interest of all parties concerned.

In reference to the decisions of the Interstate Commerce Commission (Nos. 617, 1075, 1076, 1077 and 1078), offered in evidence by E. R. Darlington, we do not see their application in the case under consideration.

In decision No. 617, it is held that the action of defendant (C., M. & St. P. Ry. Co.), in refusing to switch two cars of coal to a connecting line after payment of freight, and the offer of customary switching charges, unless complainant promised in advance to pay any demurrage

charges which might be made, whether just or legally enforceable, was unjust.

Decision No. 1075 holds that if demurrage charges are made to commence before the expiration of a reasonable time for loading or unloading, such action might be a violation of provisions of section 1 of Interstate Commerce Act.

Decision 1076 holds that the Interstate Commission may find the time allowed for unloading or loading unlawful and forbid the charging of demurrage before the expiration of a reasonable time.

Decision 1077 orders that defendant company cease and desist from charging demurrage until the expiration of a reasonable time for unloading after cars have been placed for unloading, and notice of such placing given to consignee.

Decision 1078 is simply explanatory of Sec. 1 of Interstate Commerce Commission Act.

An order of this Commission made January 8, 1896, provides that cars arriving at destination on which there are no previous or general orders as regards delivery must be placed on hold track awaiting orders.

In the case under consideration the cars on which demurrage was charged were placed on hold track for orders, and Darlington & Company were duly and properly notified of such placing. After a reasonable time had expired, subsequent to notice given, no orders having been received, demurrage charges were made in accordance with the approved rules of the Car Service Association. There being nothing in the evidence heard in the matter showing any injustice in the demurrage charges claimed by the Car Service Association, we find that the demurrage charges of seventeen dollars against E. R. Darlington & Company as made by the said association, as shown by statements in evidence, are equitable and proper, and the case is, therefore, dismissed.

By order of the Board of Railroad and Warehouse Commissioners.

JAMES HARDING, Secretary.

STATE OF MISSOURI, RAILROAD AND WAREHOUSE DEPARTMENT,)
CITY OF JEFFERSON, June 11, 1901. }

Inquiry by the Railroad and Warehouse Commissioners Regarding the Manner of Handling Passenger Trains Arriving at Union Station, St. Louis.

Held at office, 420 Rialto building, St. Louis, Monday, June 10, 1901.

Present, Commissioners McCully and Rice.

Terminal Association represented by W. S. McChesney, vice-president and general manager, and E. Dunlop, superintendent.

The inquiry was ordered on account of complaints made to the Commissioners regarding the rate of speed at which passenger trains arriving are backed into the Union Station, it being considered that oftentimes the speed is such as might endanger the safety of passengers if by any chance a train were to get beyond control.

The Commissioners found, upon investigation, that the regulations for the handling of passenger trains in and out of the Union Station at St. Louis were sufficient, if strictly observed, but that the maximum allowed for trains backing in was oftentimes exceeded.

A rule of the Terminal Association fixes the maximum rate of speed at ten (10) miles per hour on entering car shed, which, in the opinion of the Commissioners, is a safe limit. The management assured the Board that on the 11th inst. a bulletin would be posted calling the attention of all concerned to the rule regarding speed of trains, and requiring its strict observance. This being satisfactory to the Board, no further action was taken.

By order of the Railroad and Warehouse Commissioners.

JAMES HARDING,

Secretary.

St. Louis, Mo., June 10, 1901.

Mr. Jas. Harding, Secretary Railroad and Warehouse Commission, 420 Rialto Building, St. Louis, Mo.:

Dear Sir—Referring to our meeting at your office this morning, I hand you three copies of the rules of this company. We have today issued bulletin calling attention of the trainmen to rules 448, 449, A and B, 454, and 455.

Yours truly,

W. S. McChesney, Jr.,

Vice-Pres. and Gen. Mgr.

June 18, 1901—The following telegram as received:

Kansas City, Mo., June 18, 1901.

The Board of Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Gentlemen—The Kansas City Times desires to call your attention to the published announcement by the officials of the St. Louis & San Francisco Railroad and the Kansas City, Fort Scott & Memphis Railway that said railroad lines under their control have been consolidated, and are to be operated under one management.

These roads parallel each other through the State of Missouri for a distance of nearly two hundred miles, and are in every sense competing systems.

Section 17, article 12 of the Constitution of Missouri, declares that no railroad or other corporation or the lessees, purchasers or managers of any railroad or corporation shall consolidate the stock, property or franchise of such corporation with, or lease or purchase the works or franchises of or in any way control any railroad corporation owning or having under its control a parallel or competing line, nor shall any officers of such railroad corporation act as any officer of any other railroad corporation owning or having control of a parallel or competing line.

Your attention is respectfully called to section 1062 of the Revised Statutes of 1899, also section 1063, and especially to section 1064, which provides that the railroad Commissioners shall investigate the question of consolidation of competing railroads, and which gives your Honorable Body ample authority to make a thorough and searching investigation. The consolidation of these parallel and competing

systems works a great injustice to Kansas City, and to that section of the State of Missouri throughout which they parallel.

We, therefore, respectfully request that at your earliest convenience you set a date for the investigation of this matter, and that the law be enforced.

THE KANSAS CITY TIMES.

June 25, 1901—Citations were issued and served on B. L. Winchell, president Kansas City, Fort Scott & Memphis Railroad Company, and B. F. Yoakum, president St. Louis & San Francisco Railroad Company, requiring them to appear at the office of the Commissioners at Jefferson City, Tuesday, July 2, 1901, to answer such interrogations as might be propounded by the said Commissioners regarding a consolidation currently reported to have been arranged by and between the St. Louis & San Francisco and the Kansas City, Ft. Scott & Memphis Railroad Companies, which consolidation, if effected as represented to the said Commissioners, is in violation of the provisions of sections 1062 and 1063 of the Revised Statutes of Missouri, 1899.

The Board met at office, as appointed, and proceedings were as follows:

STATE OF MISSOURI, RAILROAD AND WAREHOUSE DEPARTMENT, }
CITY OF JEFFERSON, July 2, 1901. }

In the Matter of the Alleged Consolidation of the St. Louis and San Francisco, and the Kansas City, Fort Scott and Memphis Railroads.

Meeting was called to order by the Chairman.

Present, the chairman, Hon. T. J. Hennessey, Commissioners McCully and Rice, and the secretary.

The St. Louis & San Francisco Railroad was represented by its president, B. F. Yoakum, and General Solicitor L. F. Parker.

The Kansas City, Fort Scott & Memphis Railroad was represented by Mr. I. P. Danna, general attorney.

The Kansas City Times, the complainant, was represented by Mr. H. J. Groves, Attorney F. F. Rozelle and A. M. Ott of Independence.

Mr. Parker: May it please your honors: In response and obedience to the citation issued by this Commission, Mr. B. F. Yoakum, president of the St. Louis & San Francisco Railroad Company, appears and presents a formal answer to the interrogatories, formal interrogatories, which are included in section 1064 of the Revised Statutes of Missouri for 1899. This Mr. Yoakum considers as a complete answer to all of the interrogatories suggested in the citation, and he has seen fit to present this answer in writing, in order that there may be no misunderstanding or misconception of what he might have to say while here. With the permission of your honorable Board I will read it:

To the Honorable Chairman and Members of the Board of Railroad Commissioners of the State of Missouri:

The undersigned, B. F. Yoakum, president of the St. Louis & San

Francisco Railroad Company, responding to the citation issued by the secretary of your Honorable Board, dated June 25th, 1901, and by way of answer to the interrogatories regarding an alleged consolidation reported to have been arranged by and between the St. Louis and San Francisco Railroad Company and the Kansas City, Fort Scott and Memphis Railroad Company, respectfully prays the Honorable Commission to receive the following statement as an answer to such interrogatories:

1st. A full and correct list of the names of the officers of said St. Louis & San Francisco Railroad Company is hereto attached and made a part of this affidavit.

2nd. Certified copies of all contracts which said St. Louis & San Francisco Railroad Company has entered into with any other railroad company, corporation or individual, owning, operating or managing any railroad in this State, relative to the terms and conditions upon which said railroad companies, corporations or individuals would carry on and transact their business in this State as common carriers, have already been filed with your Honorable Commission.

3rd. That no consolidation has been arranged by and between the St. Louis & San Francisco Railroad Company and the Kansas City, Fort Scott & Memphis Railroad Company, in violation of the provisions of sections 1062 and 1063 of the Revised Statutes of Missouri, or otherwise, according to the knowledge and belief of affiant.

4th. Affiant respectfully prays that the above and foregoing may be received as full reply and response to the interrogatories referred to in the citation, and hereby offers at any time to make such further answer or response to such interrogatories, or to such other interrogatories, as may be propounded in writing by your Honorable Commission, or any other officer authorized to propound any such interrogatories.

B. F. YOAKUM, President.

State of Missouri, }
City of St. Louis. } ss.

B. F. Yoakum, being duly sworn on his oath, states that the above and foregoing statements are true and correct, according to his best knowledge and belief.

B. F. YOAKUM,

President.

Subscribed and sworn to before me this 1st day of July, 1901.

(Seal.)

JOHN W. NEFF,

Notary Public.

My commission expires February 10, 1904.

B. F. Yoakum, President and General Manager, St. Louis, Mo.

Guthrie, Cravath & Henderson, Counsel, New York, N. Y.

L. F. Parker, General Solicitor, St. Louis, Mo.

F. H. Hamilton, Secretary and Treasurer, St. Louis, Mo.

Frederick Strauss, Assistant Secretary and Assistant Treasurer, New York, N. Y.

A. Douglas, Vice-President and General Auditor, St. Louis, Mo.

C. H. Beggs, Vice-President and Assistant to General Manager, St. Louis, Mo.

A. J. Davidson, Esq., General Superintendent, St. Louis, Mo.

C. R. Gray, Superintendent Transportation, St. Louis, Mo.

Bryan Snyder, General Passenger Agent, St. Louis, Mo.

F. D. Russell, General Freight Agent, St. Louis, Mo.

J. A. Middleton, Assistant General Freight Agent, St. Louis, Mo.

Chas. Hall, Assistant General Freight Agent, St. Louis, Mo.

Jas. Donohue, Assistant General Freight Agent, Kansas City, Mo.

F. W. Young, Paymaster, St. Louis, Mo.

Geo. A. Hancock, Superintendent Machinery, Springfield, Mo.

J. M. Egan, Superintendent Telegraph, Springfield, Mo.

W. M. Dyer, General Baggage Agent, Springfield, Mo.

E. M. Kenna, Land and Tax Agent, St. Louis, Mo.

Z. Mulhall, General Live Stock Agent, National Stock Yards, Ill.

Mr. Parker: I ask leave to file this. Now may it please your Honors, further than this Mr. Yoakum has seen fit to submit a statement as to not only what the road has done, but what the road intends to do. And in order that there may be no misunderstanding as to what has been said, I ask leave to submit this statement also:

St. Louis, July 1st, 1901.

To the Honorable Chairman and Members of the Board of Railroad Commissioners of the State of Missouri:

Gentlemen—In order that your Honorable Board may be fully advised with reference to the subject matter which I am informed has been presented, concerning the proposed acquisition by this company of certain lines of railroad which have been heretofore operated by the Kansas City, Fort Scott & Memphis Railroad Company, and in order to correct any misstatements that have been made with reference to the intentions of this company in that respect, and that there may be no excuse for such misstatements in the future, I beg leave to voluntarily make the following statement:

Subject to the proper corporate action by the railroad companies interested, the St. Louis & San Francisco Railroad Company intends to acquire, by lease, purchase or otherwise, the right to operate the following lines of railroad:

(a) The line of railroad commencing at the city of Springfield, Greene county, Missouri, extending thence southeasterly to Birmingham, Alabama.

(b) The line of railroad known as the Current River Railroad, extending eastwardly from Willow Springs to Grandin, Missouri.

(c) The line of railroad extending from Kansas City southwardly by way of Fort Scott, Cherokee and Columbus, to Miami, Indian Territory, together with the branch of said line extending from Baxter Springs, by way of Galena to Webb City, and also the line of railroad extending from the junction near Godfrey, Bourbon county, Kansas, by way of Litchfield Junction, Cherokee and Parsons, to Cherryvale, Kansas, and also the Weir City Branch of the Kansas City, Fort Scott & Memphis Railroad, and also the Rich Hill Branch of said line, extending from Linton, Linn county, Kansas, to Rich Hill and Carbon Center, Missouri.

It is also the intention of this company to acquire, by lease, purchase or otherwise, the right to operate the following lines of railroad, now under construction, viz.: The railroad extending from Jacques Junction, Kansas, southwesterly to Oswego, and the railroad extending from Miami, Indian Territory, to Afton, Indian Territory.

It is not the intention of the St. Louis & San Francisco Railroad Company to acquire, by purchase, lease or otherwise, or by any other manner of means whatever, to consolidate the stock, property or franchise of, or in any way whatever to any degree exercise control over the line of the Railroad of the Kansas City, Clinton & Springfield Railroad Company, extending from Kansas City by way of Clinton and Osceola to Ash Grove; and it is not the intention of the St. Louis & San Francisco Railroad Company to acquire, by purchase, lease or otherwise, or to consolidate with, the line of railroad late of the Kansas City, Fort Scott & Memphis Railroad Company, extending from Arcadia, Kansas, to Springfield, Mo.

The reasons for the acquisition of these lines of railroad are two-fold. First, in order that the St. Louis & San Francisco Railroad Company may better serve the interests of its shippers, particularly in Kansas City and St. Louis, by furnishing to these two cities better service, and opening up to them new territory, the benefits of which they had not heretofore enjoyed, and by giving to each of them new, more direct outlets for their products, and the acquisition of new commercial territory; and it is the sincere desire of the management of the St. Louis & San Francisco Railroad Company so to operate all its lines of railroad as to accomplish this purpose.

The operation of the railroads above described by the St. Louis & San Francisco Railroad Company will furnish more direct lines from Kansas City to the southeast than it at present enjoys. It will enable that company to open up for Kansas City the rich mineral district of Northern-Central Arkansas. It will also furnish to Kansas City a new direct Texas and Oklahoma line by way of Miami and Afton, a field not heretofore reached by way of the Memphis system. It will, in my judgment, materially aid and benefit in the commercial growth and progress of the two metropolitan cities of this State, as well as of Springfield, Joplin and other smaller cities, without in any way injuring the State, or any of its people, and without, as I am advised, in any way violating any of its laws.

All of which is respectfully submitted as supplementary to the formal answer herewith filed with your Commission.

Respectfully,

B. F. YOAKUM.

Mr. Dana: Mr. Chairman and gentlemen, I am here in behalf of Mr. Winchell, and as general attorney for the Kansas City, Fort Scott & Memphis Railroad Company, and he has entrusted to me to deliver to you a letter, and a formal affidavit, both of which I will read, and will supplement by any explanations which your Honors may desire. First, the letter, dated June 28th, 1901:

Kansas City, Mo., June 28, 1901.

To the Honorable Board of Railroad Commissioners, Jefferson City, Mo.:

Gentlemen—I was out of the city and State when your citation of 25th inst. reached my office, and I am called by important prior engagements to again leave the State for the South and West, to be away a week.

I authorize Mr. I. P. Dana, General Attorney of the above company, to represent me before you in my enforced absence, to present to you an affidavit, which I have had prepared and have executed, thinking it covers everything you would wish to ask me about the matter referred to in your citation. If you wish further information from me, I shall answer your interrogatories promptly.

Respectfully yours,

B. L. WINCHELL, President.

And with your honor's consent I will read the affidavit.

Before the Honorable Board of Railroad and Warehouse Commissioners of Missouri.

In the matter of the citation issued by said Board June 25th, 1901, to B. L. Winchell, president of the Kansas City, Fort Scott & Memphis Railroad Company.

State of Missouri, }
County of Jackson, } ss.

Comes now B. L. Winchell, in response to said citation, and shows and states to the said Honorable Board:

1. I am president of the Kansas City, Fort Scott & Memphis Railroad Company.

2. I attach hereto as part hereof a full and correct list of the names of all the officers of said Kansas City, Fort Scott & Memphis Railroad Company.

3. There are no contracts between said railroad company and any other railroad company, corporation or individual owning, operating or managing any railroad in this State, relative to the terms and conditions upon which said railroad companies, corporations or individuals would carry on and transact their business in Missouri as common carriers, save such as are now on file in your office.

4. No consolidation has been arranged between the said Kansas City, Fort Scott & Memphis Railroad Company and the St. Louis & San Francisco Railroad Company, nor do I know of any other arrangement made or contemplated between those companies which would be in violation of the provisions of any of the Statutes of Missouri.

Affiant respectfully asks your Honorable Board to receive and accept this affidavit, and the statements herein contained, as a sufficient answer to your said citation, assuring you of his willingness to answer any further interrogatories your Honorable Board may propound in regard to the matters above referred to.

B. L. WINCHELL.

Subscribed and sworn to before me this 28th day of June, 1901.

(Seal.)

SAMUEL T. FULTON,

Notary Public.

My commission expires November 12th, 1902.

List of officers of the Kansas City, Fort Scott & Memphis Railroad Company on June 28th, 1901:

Nathaniel Thayer, Chairman of Board.

B. L. Winchell, President.

Charles Merriam, Secretary.

Charles Merriam, Treasurer.

Mr. Dana: I might say, in explanation, that those are the only officers provided by our statutes with regard to railroad companies, or by the by-laws of this particular railroad company. If the Commission desires to know the names of any or all the other officers of the company we can very easily furnish them. I ask the Board's permission to file this letter and this affidavit.

Mr. Parker: If your Honors, please, in order to exemplify the situation, I have brought with me a map. It has seen a great deal of service, but perhaps it will be sufficiently plain.

The red lines indicate the St. Louis & San Francisco Railroad Com-

pany as it now is. All the lines on there indicate the St. Louis & San Francisco Railroad Company as it will be if it shall operate the lines of railroad that Mr. Yoakum has indicated in his affidavit are to be operated by the Frisco line. The lines of road of the Memphis company, that Mr. Yoakum's affidavit states are to be acquired, by lease, purchase or otherwise, are, first, the main line of the Kansas City, Fort Scott & Memphis Railroad from Springfield southwardly to Birmingham, Alabama; and the Current River Branch out to Grandin. The other line is the line of railroad extending from Kansas City southwardly by the way of Fort Scott, Cherokee and Columbus, to Miami, Indian Territory, where it stops at the Neosho river, together with its branches, consisting of the Rich Hill Branch, this branch running out to Cherryvale, through this coal district, and the branch line running from Baxter Springs through Galena to Joplin and Webb City. Mr. Yoakum also states in his affidavit that it is the intention of the Frisco to acquire the right to operate the line now under construction, extending from Jacque's Junction, south of Cherokee to Oswego, cutting across this distance; and also from Miami to Afton, Indian Territory.

Now a glance at that map will show the advantage that is to accrue to the St. Louis & San Francisco system to acquire these branches of railroad. The branch from Springfield southeastwardly gives to that portion of the St. Louis & San Francisco Railroad between Springfield and Kansas City a direct outlet to the southeast, more direct than any to Memphis and Birmingham, and ultimately, perhaps, to the ocean. It also brings us here at West Plains, within a very short distance of the mineral regions of North-Central Arkansas. An extension of our road as we contemplate operating it, from West Plains, or any point in Howell county, southwardly through Fulton, Izard and Stone, or through Baxter, Marion and Searcy, will bring us in touch with the richest mineral region in this country, that of North-Central Arkansas, and by the most direct route.

The other route has been found difficult, owing to the expense of construction, while here we follow direct streams, the lines of the streams run in that direction, with only the White river to cross.

The acquisition of the line of the Kansas City, Fort Scott & Memphis road, from Kansas City to Miami, a glance at the map will also show the importance of that to the St. Louis & San Francisco Railroad system as an outlet for its Texas and Oklahoma business. The St. Louis & San Francisco Railroad is constructing, and contemplates the construction of lines extending into Texas, and probably into the neighboring nation. In order to get this traffic to Kansas City it was necessary to

haul it by the way of Springfield, then over the Blair road, and thus make a haul of something like 150 miles of dead haul. I think, by actual measurement, it is 120 miles, and this means an extra day's work for the crew for every single train load of freight hauled. With this connection of twelve miles from Miami to Afton, it forms a direct outlet for all of this Texas business, and for all of this Oklahoma business to Kansas City, over the Memphis rails, not one pound of which has heretofore been forwarded over those rails.

We entered Kansas City some three years ago. We found that in order to compete for the Kansas City-Texas and the Kansas City-Oklahoma business, we were bound to get rid of this long haul. It was impossible to compete with the Kansas City Southern and the M., K. & T., except by throwing away that long haul of 120 miles. There were only two ways to do it. One was to build a line ourselves, and the other was to acquire this one. When we came to consider the important advantages which would accrue to the line by the acquisition of this southeast outlet, and the important entrance within a few miles of the North Arkansas line, thus bringing us in reach of the rich mineral country in that section, and the immense value of a short line to Texas and Oklahoma, we made up our minds that we must acquire a line or construct one, if we were to compete for Kansas City business. The acquisition of that line has progressed, exactly how far it is perhaps not necessary for this Commission to know. It has not been completed. But in order to be perfectly frank with this Commission, and in order that this Commission might know just what we did contemplate, it was Mr. Yoakum's idea, he thought it was better to come here and say that if proper corporate action can be had to that end that we expect to acquire the right to operate this system of roads as it now stands upon this map. And having made this plain statement to the Board, Mr. Yoakum feels that he has done all that the Board has asked him to do, and asks that until some further action by the Board that he may be discharged from the citation.

Mr. McCully: As I understand this plan, as suggested by you, it does not embrace the consolidation of the Kansas City, Clinton & Springfield road?

Mr. Parker: Not at all, sir. We are not going to acquire that, or have anything to do with its operation or control.

Mr. Hennessey: If the statement made by these officials is satisfactory they will be filed. Have you anything further to say, Mr. Dana?

Mr. Dana: No, sir; I have nothing further to say, except to state that I know the absolute correctness of what Mr. Winchell has stated there. When the citation reached his office he was in Cincinnati, going

from there to Chicago, and he felt, that under the circumstances, these business engagements having been entered into before he received the citation, that he might rely upon you gentlemen to take the formal statement which he has prepared, and which traverses, as far as it can, and as anybody can contemplate, the interrogatories you might think proper to ask thereunder, and that you would accept it, at least temporarily; and if you want any further answers from him at any time he will make them promptly. But as you know, business engagements of that kind are pretty difficult to avoid.

Mr. Hennessey: I believe that the questions that would have been asked by the Board if the gentlemen were on the stand here have been answered in compliance with the law—the questions that would have been propounded if those papers had not been submitted.

Mr. McCully: I move that we accept the statements—

Mr. Hennessey: Yes, we will accept the statements, and we will keep the case open a while and give the people a chance; and if there is anything further going to show that this consolidation is made, or going to be made, we are here to take the evidence.

Mr. Parker: I would like to make one suggestion, if further interrogatories are to be propounded, and that is that both Mr. Winchell and Mr. Yoakum are very busy men, yet they are not too busy but that they are perfectly willing to comply with the laws of this State, and at all times come before this Commission, or any other body which is authorized by law to require them to do so, yet it would be a great convenience, and I think would be in the interest of the public, if interrogatories are to be propounded in the future, that they should be prepared in writing, and that they be permitted to answer in the same way, thus preventing any misconception or misunderstanding. Many of these responses call for statements that have to be compiled from the records, for no one man connected with a railroad, as you gentlemen know, can know all about it, in all of its branches. There are details of this work that Mr. Yoakum does not have time to attend to, and if put upon the stand to-day could not make a full and satisfactory statement in answer to all of them; hence, I think it is important to him, and important to the public, if they want the information in good faith, and I have no reason to suppose that they ask it for any other reason, that such interrogatories as shall be in the future propounded shall be written interrogatories, and that Mr. Yoakum shall have an opportunity to answer them with the records of the company before him where he can have access to them, and answer them in the same manner. I merely make this as a suggestion.

Mr. McCully: I think in the main that you are correct. Of course,

the Board would not want to make a ruling in the matter for fear there might some emergency arise which would make such conduct of the case not practical, but I think in the main you are correct. I appreciate the fact that no man in charge of a railroad, in the immensity of its undertakings it is not possible for one man to be in possession of all the facts and of all the details connected with it.

Mr. Hennessey: I think that is the best way, as it insures a correct statement.

The following was written and transmitted to Attorney-General Crow July 2, 1901.

Hon. E. C. Crow, Attorney-General:

Dear Sir—On June 18, 1901, complaint was filed in our office alleging the consolidation of the St. Louis & San Francisco Railroad with the Kansas City, Fort Scott & Memphis Railroad, it being urged by complainant that said consolidation was in violation of sections 1062 and 1063, R. S. Mo., 1899. Acting upon the complaint on June 25, we caused to be issued a summons, directed to Mr. B. F. Yoakum and B. L. Winchell, presidents of the aforesaid railroad companies, citing them to appear before us at our office in Jefferson City, on Tuesday, July 2, 1901, at 9 o'clock a. m., then and there to answer interrogatories relative to the said consolidation.

In answer to the said summons Mr. B. F. Yoakum, president of the St. Louis & San Francisco Railroad Company, appeared in person and by his attorney, and filed his sworn statement; and Mr. B. L. Winchell transmitted, through his attorney, his sworn statement, each complying with the usual rules as required by our Board, and each denying, under oath, any illegal combine or consolidation.

We submit you herewith a full and complete copy of these statements, together with detailed statement supplied by Mr. L. F. Parker, general solicitor of the St. Louis & San Francisco Railroad, setting forth at length the manner and method of the proposed consolidation.

The investigation of the matter will be further continued in our office, and any information obtained will be at once transmitted to you.

Respectfully submitted,

T. J. HENNESSEY,

WM. E. McCULLY,

JOE P. RICE,

Missouri Board of Railroad and Warehouse Commissioners.

July 9, 1901—The following notice was given through newspapers at Kansas City and at Pleasant Hill, Harrisonville, Clinton, Osceola and

other points, on the line of the Kansas City, Clinton & Springfield Railway:

STATE OF MISSOURI, RAILROAD AND WAREHOUSE DEPARTMENT,
CITY OF JEFFERSON, July 9, 1901.

To whom it may concern:

The Railroad and Warehouse Commissioners of Missouri will be at the following named places on the dates specified for the purpose of inquiry regarding a consolidation alleged to have been entered into in violation of the laws of this State by the St. Louis & San Francisco and Kansas City, Fort Scott & Memphis Railroad Companies.

Parties interested are invited to appear before the Board to testify regarding the said consolidation.

At Kansas City, Mo., Coates House, 11 a. m., Monday, 15th July inst.

At Harrisonville, Mo., court house, 9:30 a. m., Tuesday, 16th July inst.

At Clinton, Mo., court house, 8:30 a. m., Wednesday, 17th July inst.

At Osceola, Mo., court house, 4 p. m., Wednesday, 17th July inst.
By order of Railroad and Warehouse Commissioners.

JAMES HARDING, Secretary.

Commissioners met at Kansas City as appointed. Proceedings as follows:

State of Missouri, Railroad and Warehouse Department.

In the Matter of the Alleged Consolidation of the Kansas City, Fort Scott & Memphis and the St. Louis & San Francisco Railroads. Hearing Held at Coates House, Kansas City, Monday, July 15th, 1901.

Meeting was called to order by the Chairman, Hon. T. J. Hennessey.

Present—Chairman Hennessey, Commissioners McCully and Rice.

The complainant, the Kansas City Times, was represented by Messrs. H. J. Groves and H. C. Garner, with their attorneys, Flournoy & Flournoy.

The St. L. & S. F. R. R. was represented by its attorney, Hon. John H. Lucas.

The K. C., F. S. & M. R. R. was represented by its general attorney, Hon. I. P. Dana.

Mr. Hennessey: I will just read the call for this meeting:

“STATE OF MISSOURI, OFFICE OF RAILROAD AND WAREHOUSE COMMISSIONERS,
CITY OF JEFFERSON, July 9, 1901.”

To Whom It May Concern:

The Railroad and Warehouse Commissioners of Missouri will be

at the following named places on the dates specified for the purpose of inquiry regarding a consolidation alleged to have been entered into in violation of the laws of this State by the St. Louis & San Francisco and Kansas City, Fort Scott & Memphis Railroad Companies.

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At Osceola, Mo., court house, 4 p. m., Wednesday, 17 July inst.

By order of the Railroad and Warehouse Commissioners.

JAMES HARDING, Secretary."

Now, any gentleman who desires, who is in possession of any facts going to prove that this consolidation has taken place, or is about to take place, will come forward and be sworn. The Commissioners are here to take testimony.

Mr. Flournoy: Mr. Chairman, and gentlemen of the Commission: I am here at the request of the Kansas City Times, which has taken an interest in the question, and for sometime has been giving the matter some attention, in the way of ascertaining facts upon which the statements made in that newspaper have been based, etc. We, of course, have no witnesses here this morning, for the reason that we have no power to bring witnesses before this body. We can give you the names of a number of gentlemen whose information we think would solve the question as to whether there has been a consolidation or not. Ordinarily, in cases of this kind, you get the facts from witnesses who do not volunteer, but who through due processes of law are brought before the Commission and are required or requested to state what they know with reference to the matter. We very well understand that a question of this kind can not be proven, as a rule, by direct evidence. It takes generally circumstantial evidence, and for that reason it takes usually a number of witnesses, each witness detailing a certain number of facts, and those facts together, if they prove the case, giving sufficient grounds to reach a conclusion.

Now, we have here some statements and some circulars that have been issued by one or the other of these railroad companies, and we have a list of names which we think this Commission should hear. I know of no way by which we can investigate the matter unless this

Commission subpoena the witnesses, and then set a day certain to be here again, and hear it. The evidence, of course, in a question as big as this can not be determined in a day, and if we get at the facts it will take a number of witnesses, and perhaps require quite a good deal of time to do so. I presume, of course, it is the purpose and intention of this Commission to gather the facts in reference to this matter, and if there has been a violation of law by these railroad companies to let the public know it. Now what is the pleasure of the Commission, with reference to this matter?

Mr. Hennessey: Well, the Commission thought this a very important matter, as represented by the Kansas City Times, and we expected there would be several people here to testify, and in order to save them the expense of going to Jefferson City we thought we would come here, and give everybody an opportunity to come before the Commission and testify, give what information they had regarding this consolidation, and when we got that evidence our mission is ended—we turn it over to the Attorney-General, and he proceeds further.

In regard to the production of papers, and all such documents bearing on this case he will have to get them and bring them before the Court. In this case we are limited to gathering information from interested parties. Now if the people are aggrieved here it certainly looks to us like they would appear here and give their evidence. Nobody has filed a formal complaint, consequently there is no name attached to a formal complaint, and nobody has asked a hearing in that manner, only just through the press, the Kansas City Times here, which has taken the matter up, and we thinking there would be a great many people interested here, and had evidence to give, we came here for that purpose.

Mr. Flournoy: I do not believe the law contemplates any formal complaint in this matter, but that the initiative should be taken by the Commission. Of course, we could present statements of gentlemen here who have made some investigation of the question, and who have reached conclusions in reference to what has been done by these two railroad companies, but they are not witnesses in the technical or legal sense of the term, but what they would say would be hear-say testimony, which should not be heard by the Commission, and would not be conclusive. Of course, I think this Commission is not bound by the strict, technical rules as a court is, and as representing the public it is their duty and purpose to inquire into a question of this kind in any way that they can reach just conclusions, and get at the facts; and as I say, there is no way by which this Commission can arrive at any definite conclusion in reference to this matter upon evidence without bringing these witnesses.

Now, as I said, and as perhaps you very well understand, most of the evidence would come from men who would not voluntarily appear before this Commission. They would come on a subpoena, but would not voluntarily come—railroad men.

Mr. Hennessey: This is going to delay the proceedings considerably. Where there is a complaint filed in our office, there are certain charges made, and they always give us a list of witnesses at the time, and we always issue summons, of course. But in this case, we did not know. We thought the people would voluntarily come forth and give the evidence. But if you people insist on that, we will be here Wednesday evening, and we will stop over Thursday, and hear these witnesses—

Mr. Flournoy: We will furnish you with a list of witnesses that we desire to be subpoenaed. Shall I do so now, or shall I do so later? Will you subpoena them today?

Mr. Hennessey: You can do so before we get through here, if you desire.

Mr. Flournoy: I have the list of witnesses here, and I have some documentary evidence which I do not think ought to be introduced unless we have had all of the evidence.

Mr. Hennessey: That documentary evidence, if you have any, of course, will be turned over to the Attorney-General. We do not pass on this case.

Mr. Flournoy: Now, might I inquire, would you arrange so that if you do not conclude on Thursday, if you have not examined all the witnesses, you would stay another day? For instance, it might take—of course I do not know how long it will take—it might not take very long, and it might take longer.

Mr. Hennessey: If they are all here it will not take over a day.

Mr. Flournoy: But could you arrange matters so as to stay over Friday, if necessary?

Mr. McCully: We could begin by nine or nine-thirty Thursday morning, as well as not.

Mr. Hennessey: How many witnesses have you to summons?

Mr. Flournoy: There is a list of about eighteen names here; probably twenty or twenty-one. I do not know that they can all be reached in Kansas City.

Mr. Hennessey: Well, we will agree, then, to take the testimony of these witnesses at 9 o'clock Thursday morning, and if we do not get through the first day, or that day, we will probably stay over, if we can.

Mr. McCully: If we do not, we will adjourn it to some other day, of which due notice will be given.

Mr. Hennessey: Have you any evidence that you wish to submit today?

Mr. Flournoy: No, sir; I believe not.

Mr. Hennessey: If there is no further evidence to offer we will adjourn over until Thursday morning at nine o'clock—continue the hearing, in other words.

In the Matter of the Consolidation, as Alleged, of the Kansas City, Fort Scott & Memphis and the St. Louis & San Francisco Railroads. Hearing Held at Court House, Harrisonville, Missouri, Tuesday Afternoon, July 16th, 1901.

Meeting called to order by the Chairman, Hon. T. J. Hennessey.

Present—Chairman Hennessey, Commissioners McCully and Rice.

The St. L. & S. F. R. R. was represented by its attorneys, Messrs. Lucas and Burney.

Mr. Hennessey: Gentlemen, the Commissioners are here for the purpose of taking testimony regarding the consolidation of the Frisco and the Memphis systems. If any of you gentlemen possess information that will tend to show that this consolidation is about to be effected, or is already effected, you will please come forward, be sworn and give your testimony. Do any of you gentlemen desire to testify regarding this consolidation of the Frisco and Memphis Railway systems?

No witnesses being produced, after more than an hour's continuous session, the meeting was adjourned.

There being no indications of appearance of parties interested to give information regarding the alleged consolidation, the Commissioners returned to Jefferson City from Harrisonville, without going to Clinton and Osceola, as intended.

July 26, 1901—The following letter was written Attorney-General Crow:

"I am instructed to inform you that in reply to demands for semi-annual statements, as required by section 1064, R. S. Mo., 1899, and mailed from this office July 2d inst., the presidents of the St. Louis & San Francisco and the Kansas City, Fort Scott & Memphis Railroad Companies, have filed certified statements giving lists of names of officers of the said companies. The statement filed by Mr. Yoakum, president St. L. & S. F. R. R. Co., sets forth that its contracts have heretofore been filed in this office. The statement of Mr. Winchell, president of the K. C., F. S. & M. R. R. Co., sets forth, that he knows of no contract entered into by that company with any other company, owning, operating or managing any railroad in Missouri, relative to the terms and conditions upon which the said K. C., F. S. & M. R. R. Co., and any other rail-

road company carry on and transact their business as common carriers in this State, and that to the best of his knowledge and belief there is no such contract.

The date of statements are July 20th inst.

Very respectfully,

JAMES HARDING, Secretary.

PART V.

WAREHOUSE DEPARTMENT.

STATE OF MISSOURI, RAILROAD AND WAREHOUSE DEPARTMENT, }
CITY OF JEFFERSON, January 22, 1902. }

Hon. A. M. Dockery, Governor of Missouri:

Sir—As required by law, we hereby submit the report of the operations of the Warehouse Department for the year ending June 30th, 1901.

It is impossible to comply strictly with the provisions of the law, which requires that the annual reports of the Warehouse Department shall be filed with the Governor not later than December 31st of each year.

The reports of the Chief Inspector and Warehouse Registrars are forwarded to this office at the earliest possible moment after the close of business December 31st, but it is impossible to close the various accounts and complete the detailed reports of inspection, weighing and storage within the time specified by law:

Operations of the Warehouse Department for the year 1901 were as follows:

Number of cars of wheat inspected on arrival at St. Louis.....	15,741
Number of cars of corn " " "	8,855
Number of cars of oats " " "	3,739
Number of cars of rye " " "	389
Number of cars of barley " " "	38
Total.....	28,762
Number of cars of wheat inspected on arrival at Kansas City.....	10,052
Number of cars of corn " " "	11,925
Number of cars of oats " " "	2,591
Number of cars of rye " " "	319
Total.....	24,887
Number of cars wheat inspected on arrival at St. Joseph.....	
Number cars of corn " " "	3,304
Number cars of oats " " "	
Number cars of rye " " "	
Total.....	3,304
Total cars of wheat inspected on arrival.....	29,097
Total cars of corn " "	20,780
Total cars of oats " "	6,330
Total cars of rye " "	708
Total cars of barley " "	38
Grand total cars.....	56,953

Inspection of grain in sacks on arrival at St. Louis:

Wheat.....	412,322
Rye.....	738
Corn.....	3,310
Oats.....	88
Total sacks.....	416,458

Inspection on arrival during the year 1901 as compared with similar inspections during 1900:

AT ST. LOUIS.

Decrease in number of cars of wheat.....	726
“ “ “ corn.....	4,587
“ “ “ oats.....	1,371
“ “ “ barley.....	38
Increase number of cars of rye.....	95
Total.....	95
	6,722

Net decrease, 6,627 cars.

AT KANSAS CITY.

Decrease in number of cars of wheat.....	2,163
Increase “ “ corn.....	8,229
Increase “ “ oats.....	1,494
Increase “ “ rye.....	235
Net increase—cars.....	7,795

AT ST. JOSEPH.

Increase in number of cars of wheat at St. Joseph.....	360	...
Decrease “ “ corn.....		1,622
“ “ “ oats.....		76
“ “ “ rye.....		12
Total cars.....	360	1,710
Net decrease, cars.....		1,350

Total net decrease in number of cars of grain at St. Joseph.....	182
Number of cars inspected in 1898.....	52,298
“ “ “ 1899.....	44,962
“ “ “ 1900.....	57,135
“ “ “ 1901.....	56,953

Total number of sacks of grain inspected in 1899.....	181,822
“ “ “ “ 1900.....	517,184
“ “ “ “ 1901.....	416,458

Decrease in 1901, 100,676 sacks.

Balance grain in store at St. Louis, December 31, 1901:

	Bushels.
Wheat.....	2,338,593
Corn.....	869,135
Oats.....	5,837
Rye.....	81,522
Barley.....	1,341
Total in store.....	3,296,428

Receipts of grain into store at Kansas City during 1901:

	Cars.	Bushels.
Wheat.....	1,073	958,432
Corn.....	872	957,587
Oats.....	138	253,957
Rye.....	114	179,285
Totals.....	2,197	2,354,261

Shipments of grain from store at Kansas City during 1901:

	Bushels.
Wheat.....	1,011,183
Corn.....	674,700
Oats.....	252,401
Rye.....	147,725
Total.....	2,086,009

Receipts and shipments were all by rail.

Balance of grain in store at Kansas City, December 31, 1901:

	Bushels.
Wheat.....	37,712
Corn.....	284,076
Oats.....	6,555
Rye.....	40,224
Total.....	368,567

Average number of bushels of grain per car:

	Bushels.
St. Louis—	
Wheat.....	872
Corn.....	900
Oats.....	1,589
Rye.....	832
Barley.....	1,082

	Bushels.
Kansas City—	
Wheat.....	893
Corn.....	1,098
Oats.....	1,854
Rye.....	1,572

FINANCIAL STATEMENT YEAR ENDING DECEMBER 31, 1901:

Balance on hand Jan. 1, 1901.....	\$8,793 09
Receipts, inspection and weighing fees.....	38,581 37
Total.....	\$47,374 46
DISBURSEMENTS.	
Pay roll.....	\$33,455 86
Expenses, office rent and contingent.....	4,586 11
Balance cash on hand Dec. 31, 1901.....	\$9,332 49
Receipts in 1899, including balance on hand Jan. 1.....	\$41,027 85
Disbursements in 1899.....	38,433 81
Balance on hand Dec. 31.....	\$2,594 04
Receipts in 1900, including balance on hand Jan. 1.....	\$44,161 89
Disbursements.....	35,368 80
Balance on hand Dec. 31.....	\$8,793 09
Receipts in 1901, including balance on hand Jan. 1.....	\$47,374 46
Disbursements.....	38,041 97
Balance on hand Dec. 31, 1901.....	\$9,332 49

The reports of the Chief Inspector and Warehouse Registrars at St. Louis and Kansas City are included in this report, and show in detail all the operations of the Warehouse Department in the inspection districts of the cities named, and also at St. Joseph. To these reports your attention is respectfully requested.

These reports show that the operations of the Department have

been satisfactorily managed by the Chief Inspector, Mr. W. H. Gooding. The most careful attention has been given to all the details of the very important duties devolving upon him, and to his intelligent supervision and correct business methods the very satisfactory results of the operations of the department for the year must be largely attributed. The inspections of grain, under State supervision, at St. Louis, Kansas City and St. Joseph continues to give very general satisfaction. The inspectors are skillful and efficient, and Missouri grades as established by them are recognized and accepted as standard in all markets.

It is a noteworthy fact that during the year 1901 not an appeal to the Arbitration Committees has been made from the grading of grain as declared by the State Inspectors. This is a remarkable record, and no higher commendation of their efficiency and strict attention to duty could be asked for.

The management of the Department for the year has been conducted as economically as was consistent with efficient service.

Very respectfully,
T. J. HENNESSEY,
WM. E. McCULLY,
JOS. P. RICE,
Railroad and Warehouse Commissioners.

REPORT OF CHIEF INSPECTOR.

St. Louis, January 18, 1902.

To the Honorable Board of Railroad and Warehouse Commissioners,
Jefferson City, Mo.:

Gentlemen—I beg leave to submit herewith the Twelfth Annual Report of this Department, embracing its transactions for the year ending December 31, 1901, together with the usual tabulated statement, showing the work of the Department, its earnings and its expenditures.

Allow me to state before entering into detail, as you are well aware, the year 1901 has been one of disappointment in some respects in the State's tributary to our markets. In the first place the conditions were favorable for the growth of wheat, there being a very satisfactory yield of a fine quality, the bulk of which graded No. 2. After the maturing and harvesting of this crop the unprecedented drouth set in—creating almost an entire failure of the corn and oat crops in many states, thereby lessening our receipts of the last named crops and causing much of the wheat to be fed to stock to supply the place of corn and oats; hence our receipts of wheat were much below what they would have been under normal conditions.

On the 7th day of April last, the St. Louis Elevator was destroyed by fire. This being one of the largest elevators in the city and located, as it were, convenient for the receipt of sack grain from the river and none of the other elevators being so suitable or having the same facilities for handling this sacking business, forced much of this class of business to go to the east side elevators in Illinois, thereby losing this department considerable revenue, and would have reduced our balance in bank several hundred dollars for the year, had it not been for the fact that a short time after the burning of the St. Louis Elevator, the Rogers Elevator here in St. Louis, and the Exchange Elevator in Kansas City became regular elevators and in some measure compensated our department for the lost revenue from the St. Louis Elevator and enabled us, despite the misfortunes, disappointments and reverses under which we have labored during the year just closed, to maintain our reserve in bank and add thereto \$539.40, as our financial statement will show.

The business at Kansas City has increased over the preceding year and under the satisfactory management of Fred H. Tedford, Department Chief Inspector, the department is growing in favor with all who are interested in the grain trade at that point.

The department at St. Joseph has also been self-sustaining by the energy and satisfactory work of S. P. Broughton, Department Inspector.

It is gratifying to be able to report that there has not been an appeal from our inspection to the Arbitrating Committee during the year 1901, this being the first time since the establishing of the department that such a record has been made.

The office force, Inspectors and weighers are all trying to render satisfactory service to the department, and the grain interest—in fact, the business is running very smoothly and satisfactorily all along the line.

Your attention is further respectfully directed to the annual reports of A. J. Hennessey, Warehouse Registrar, herewith filed.

Exhibit "A" shows the inspection on arrival of all grain received in cars during each month of the year at St. Louis, Kansas City and St. Joseph, respectively. This exhibit shows an increase from last year of about one per cent in the number of inspections.

Exhibit "B" shows the number of sacks of each kind of grain received by river and in cars during each month of the year.

Exhibit "C" shows the financial transactions of the department—the receipts and disbursements for each month, together with the balance carried over from last year.

Thanking you in conclusion for the able assistance and hearty support and interest you have manifested in the Grain Inspection Department at all times, I remain,

Very respectfully,

W. H. GOODDING,

Chief Inspector.

EXHIBIT "A."—NO. 1.

INSPECTION ON ARRIVAL AT ST. LOUIS, 1901.

WHEAT.

Months.	2 Hard.....	3 Hard.....	2 Red.....	3 Red.....	4 Winter....	2 Spring....	3 Spring....	2 Mixed....	3 Mixed.....	Rejected...	No grade...	Total.....
January.....	412	203	292	229	72	20	18	15	11	18	20	1,310
February.....	194	107	237	158	31	14	22	8	17	10	9	807
March.....	599	199	206	190	51	10	18	16	17	14	5	1,325
April.....	188	49	213	70	11	4	4	.....	1	4	1	545
May.....	324	100	134	75	32	5	5	1	3	5	6	690
June.....	233	55	181	152	88	6	33	4	5	6	17	730
July.....	1,108	51	2,280	261	31	4	49	32	2	7	7	3,832
August.....	1,459	339	604	46	56	3	10	53	4	3	9	2,586
September.....	916	213	188	19	2	9	21	15	8	12	3	1,406
October.....	523	96	177	7	8	3	28	8	3	9	5	867
November.....	507	125	185	7	9	5	21	13	1	6	2	881
December.....	545	97	72	2	10	2	23	2	2	2	5	762
Totals.....	7,008	1,634	4,769	1,216	351	85	252	167	74	96	89	15,741

EXHIBIT "A"—No. 2.

INSPECTION ON ARRIVAL AT ST. LOUIS, 1901.

CORN.

Months.	2 White....	3 White....	4 White....	2	3	4	No grade..	Total.....
January.....	125	155	2	323	322	15	.....	942
February.....	265	276	13	563	350	13	3	1,483
March.....	131	208	10	631	427	21	2	1,430
April.....	58	65	1	292	52	.....	.....	468
May.....	147	159	3	463	114	7	1	894
June.....	196	75	2	384	74	11	2	787
July.....	67	72	16	186	37	4	2	384
August.....	56	242	2	324	73	11	1	709
September.....	16	73	5	144	60	4	.....	302
October.....	17	50	4	182	30	4	.....	287
November.....	33	15	1	252	75	4	.....	380
December.....	60	15	4	505	188	57	.....	829
Totals.....	1,174	1,405	63	4,249	1,802	151	11	8,855

EXHIBIT "A"—Nos 3 AND 4,
INSPECTION ON ARRIVAL AT ST. LOUIS, 1901.
OATS AND RYE.

Months.	Oats.								Rye.		
	2 White...	3 White...	4 White...	2	3	4	No. grade	Total.....	2	3	Total.....
January	16	65	126	98	26	19	1	351	32	6	38
February.....	24	110	163	106	46	12	.....	461	33	11	44
March.....	29	84	100	82	32	17	.....	344	21	7	28
April.....	23	96	173	20	20	2	.....	343	16	.....	16
May.....	47	86	103	106	21	4	1	368	.....	.....	.....
June.....	19	87	130	62	10	1	1	310	15	2	17
July.....	30	58	60	44	25	6	.....	223	18	3	21
August	84	57	23	89	29	.....	.....	272	72	6	78
September.....	56	84	27	44	8	.....	3	222	44	5	49
October.....	52	79	57	41	25	4	1	259	29	13	42
November.....	43	67	35	37	11	4	.....	197	10	10	20
December	55	161	98	39	31	3	2	389	25	11	36
Totals.....	478	1,024	1,065	777	284	72	9	3,739	315	74	389

EXHIBIT "A"—No. 5.
INSPECTION ON ARRIVAL AT ST. LOUIS, 1901.
BARLEY.

Months.	3 Spring..	Rejected.	Total.....
January.....	1	.....	1
February.....	1	.....	1
March.....	.....	.....	.....
April .....	.....	.....	.....
May .....	.....	.....	.....
June.....	.....	.....	.....
July .....	.....	.....	.....
August.....	2	.....	2
September	5	.....	5
October.. ..	4	.....	4
November.....	16	4	20
December... ..	4	1	5
Totals	32	6	38

EXHIBIT "B."

INSPECTION ON ARRIVAL AT ST. LOUIS (IN SACKS), 1901.

Months.	Wheat.					Rye.		Corn.		Total.....
	2-Red...	3-Red...	4-Winter.	Rejected.	No grade	2	3	2	3	
January.....	369	29		236		50				734
February.....	688	150		33						871
March.....	963	482	787	89						2,321
April.....	121	520						200		841
May.....	207	120	95					401		823
June.....	1,769									1,769
July.....	209,454	27,874	3,580	327		91		2,709		244,035
August.....	83,571	8,779	943	162	446	591			88	91,580
September..	30,145	1,888	1,787							33,820
October..	11,486	278	937							12,721
November.....	20,241	943	18							21,202
December.....	1,653	610	311	161			6			2,741
Totals.	360,767	41,723	8,478	1,008	446	732	6	3,310	88	416,458

EXHIBIT "C."

RECEIPTS AND DISBURSEMENTS.

Months.	Cash receipts.	Pay rolls.....	Expenses.....	Total expenditures.....	Bank balance on last day of each month..
Balance in bank December 31, 1900.....	\$8,793 09				\$8,793 09
January.....	3,382 60	\$2,867 30	\$573 49	\$3,440 79	8,734 90
February.....	2,852 36	2,711 66	198 11	2,909 77	8,677 49
March.....	3,931 51	2,735 82	416 41	3,152 23	9,457 77
April.....	2,030 12	2,768 66	499 20	3,267 86	8,220 03
May.....	2,867 32	2,532 66	307 40	2,840 06	8,247 29
June.....	1,982 97	2,579 99	293 75	2,873 74	7,356 52
July.....	5,433 11	2,897 34	486 30	3,383 64	9,405 99
August.....	4,200 46	3,013 33	245 85	3,259 18	10,347 27
September.....	2,825 71	2,990 65	545 27	3,475 92	9,697 06
October.....	2,835 39	2,949 08	279 78	3,228 86	9,303 59
November.....	2,779 56	2,601 83	361 55	2,963 38	9,119 77
December.....	3,459 26	2,867 54	379 00	3,246 54	9,332 49
Totals.....	\$38,581 87	\$33,455 86	\$4,586 11	\$38,041 97	.....

EXHIBIT "A".—No. 1.

INSPECTION ON ARRIVAL AT KANSAS CITY, MO., 1901.

WHEAT.

Months.	2 Hard.....	3 Hard....	2 Red.....	3 Red.....	2 Spring...	3 Spring...	2 Mixed....	3 Mixed....	Rejected...	Total.....
January.....	276	304	37	90	15	70	4	11	49	856
February.....	163	224	9	43	13	98	1	11	42	604
March.....	319	294	22	70	29	92	7	13	50	896
April.....	195	175	16	37	29	47	7	11	38	555
May.....	292	341	27	59	30	233	14	42	87	1,125
June.....	161	158	44	40	18	70	9	30	101	631
July.....	717	134	413	97	19	21	12	21	33	1,467
August.....	732	274	115	6	1	15	13	1	46	1,210
September.....	233	233	68	11	8	28	5	8	28	615
October.....	301	181	94	11	4	34	2	8	48	683
November.....	420	137	38	2	1	30	7	3	42	680
December.....	571	64	36	3	.....	26	.....	3	27	730
Totals.....	4,380	2,519	919	469	167	764	81	162	591	10,032

EXHIBIT "A".—NO. 2.

INSPECTION ON ARRIVAL AT KANSAS CITY, MO., 1901.

CORN.

Months.	2 White..	3 White...	4 White...	2	3	4	No grade..	Total.....
January.....	131	109	4	107	112	1	26	490
February.....	96	147	2	66	148	2	33	496
March.....	47	53	2	64	45	3	...	214
April.....	98	99	3	83	81	3	2	369
May.....	49	195	16	61	151	18	3	490
June.....	5	56	9	21	85	.....	2	178
July.....	127	77	6	723	205	12	4	1,154
August.....	213	131	46	722	271	16	4	1,403
September.....	50	157	11	252	388	10	1	860
October.....	102	251	46	584	736	34	1	1,754
November.....	80	141	13	400	791	81	2	1,508
December.....	756	225	29	358	1,696	506	21	2,991
Totals.....	1,156	1,641	187	3,447	4,709	686	99	11,925

EXHIBIT "A"—Nos. 3 AND 4.

INSPECTION ON ARRIVAL AT KANSAS CITY, MO., 1901.

Months.	Oats.								Rye.		
	2 white....	3 white....	4 white....	2	3	4	No grade..	Total.....	2	3	Total.....
January	2	14	.....	23	37	2	.....	78	7	.....	7
February	5	9	.....	32	27	2	.....	75	3	1	4
March.....	19	16	1	47	29	1	.....	113	5	3	8
April.....	32	70	6	36	36	1	.....	181	5	.....	5
May.....	38	77	3	71	44	2	.....	235	5	3	8
June.....	45	30	3	11	6	3	.....	98	9	5	14
July.....	120	60	2	37	10	.....	1	230	19	3	22
August	120	176	9	44	26	.....	4	379	85	6	91
September..	90	111	6	18	11	.....	2	238	15	9	24
October.....	206	154	11	35	9	.....	1	416	34	17	51
November.....	100	67	1	20	11	.....	.....	199	27	17	44
December	177	107	8	39	16	1	1	349	31	10	41
Totals	954	891	50	413	262	12	9	2,591	245	74	319

EXHIBIT "A"—NO. I.

INSPECTION ON ARRIVAL AT ST. JOSEPH, MO., 1901.

WHEAT.

Months.	2 Hard...	3 Hard...	2 Red....	3 Red....	4 Winter.	2 Spring.	3 Spring..	Rejected.	No. Grade	Total.....
January.....	175	193	57	4	14	4	5	2	.....	454
February	39	44	20	11	10	3	2	.....	1	130
March.....	230	17	28	5	1	3	.....	1	.....	285
April.....	193	25	11	6	2	.....	4	1	.....	242
May.....	115	23	15	4	7	.....	13	8	1	186
June.....	84	10	5	1	11	1	32	2	.....	146
July.....	153	5	39	.....	.....	1	.....	.....	.....	198
August.....	185	13	18	1	1	.....	.....	.....	.....	218
September..	213	43	13	.....	6	.....	.....	.....	.....	275
October.....	326	106	59	.....	15	.....	.....	2	.....	508
November.....	198	42	36	.....	14	.....	.....	1	.....	291
December.....	75	7	13	.....	5	.....	.....	.....	.....	100
Totals.....	1,986	528	314	32	86	12	56	17	2	3,033

EXHIBIT "C."

RECEIPTS AND DISBURSEMENTS AT KANSAS CITY, MO.,
1901.

Months.	Cash receipts.	Pay rolls.....	Expenses.....	Total expenditures.....
January	\$1,200 90	\$951 65	\$175 62	\$1,127 27
February.....	816 80	860 00	96 90	956 90
March.....	853 90	898 00	133 15	1,031 15
April	724 90	868 00	110 55	978 55
May.....	1,258 20	873 00	118 75	991 75
June.....	849 80	863 00	97 00	960 00
July.....	1,419 75	965 50	91 65	1,047 15
August.....	1,468 15	996 00	96 00	1,082 00
September.....	1,096 05	976 00	127 85	1,103 85
October.....	1,505 85	975 75	66 90	1,042 65
November.....	1,427 95	921 50	176 50	1,098 00
December..	1,977 35	1,107 10	128 50	1,235 60
Totals	\$14,608 60	\$11,235 50	\$1,419 37	\$12,654 87

REPORT OF WAREHOUSE REGISTRAR.

St. Louis, January 17, 1902.

To the Hon. Board of Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Gentlemen—I have the honor to submit herewith the 12th Annual Report of this office for the year ending December 31st, 1901, as compiled from the records as I found them on the 10th of December, 1901, the date of my appointment to this office.

Owing to the disastrous fire of April 7th, 1901, which destroyed the St. Louis Elevator, consuming 716,069 bushels of grain, you will please find deduction of same, made from the amount of grain in store at the end of the year. (See Exhibit G.)

The total number of cars received into store during the year was 10,070. The average number of bushels per car of each kind of grain received from cars was, wheat, 872; corn, 900; oats, 1,589; rye, 832; barley, 1,082.

Grain in store: The entire stock of grain remaining in store in the public warehouses of the city of St. Louis at the close of the year's business ending December 31st, 1901, was 3,296,428 bushels.

Shipments from store: The total shipments from store during year 1901 amounted to 11,197,152 bushels.

Attached please find tabulated statements, in detail, of the business of this office during past year.

Thanking you, in conclusion, for the able assistance and hearty support with which you have favored the Registration Department at all times, I remain,

Very respectfully,

A. J. HENNESSEY,

Warehouse Registrar.

EXHIBIT "A."

RECEIPTS INTO STORE OF WHEAT DURING YEAR ENDING DECEMBER 31, 1901—ST. LOUIS, MO.

Warehouse.	Totals.		2 Red W.		3 Red W.		4 Winter.		Rej. W.		No grade.		2 Hard W.		3 Hard W.		4 Hard.		Rej. Hard.	
	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.
St. Louis.....	198,205	04	60,024	50	65,919	40	18,463	54	68	30	.....	.....	9,864	50	17,629	40	.....	.....	.....	.....
Burlington Elevator.....	2,503,487	10	857,474	50	87,056	20	6,696	.....	.....	.....	1,102	.....	1,227,652	30	249,257	40	13,633	10	1,970	10
Merchants' Elevator.....	306,068	20	278,952	20	11,428	10	3,388	20	.....	.....	62	.....	5,202	10	701	40	.....	.....	.....	.....
Central B.....	1,871,082	20	949,375	30	106,385	20	11,799	20	2,852	30	2,815	.....	617,401	10	136,043	50	13,886	20	1,301	30
Rogers.....	392,026	40	210,700	.....	8,786	50	969	50	719	20	1,669	10	117,313	30	19,417	30	9,133	30	719	50
Mississippi Valley Elevator.....	1,235,215	20	996,710	40	118,813	30	28,143	30	10,736	20	.....	.....	41,210	30	30,232	10	8,327	10	13,581	20
Total wheat.....	6,506,084	54	3,323,238	10	398,367	50	69,454	54	14,736	40	5,738	20	2,018,044	40	454,382	30	45,975	10	17,581	40

RECEIPTS INTO STORE OF WHEAT DURING YEAR ENDING DECEMBER 31, 1901—ST. LOUIS, MO.—Continued.

Warehouse.	3 Spring.		Rejected Spring.		2 Mixed.		3 Mixed.		Rejected Mixed.		Screen-ings.		4 Spring.		Mixed.		2 White.		4 White.		"1" Red.	
	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.
St. Louis.....	.....	.....	.....	.....	13,163	.....	10,600	.....	.....	.....	.....	.....	1,275	40	.....	.....	.....	.....	.....	.....	.....	.....
Burlington Elevator.....	13,534	.....	1,676	10	14,650	10	17,800	30	1,677	10	.....	.....	2,383	30	1,373	.....	.....	.....	.....	.....	.....	.....
Merchants' Elevator.....	11,370	20	.....	.....	1,248	50	.....	.....	.....	.....	.....	.....	714	40	.....	.....	2,060	10	.....	.....	.....	.....
Central B.....	9,710	10	.....	.....	5,054	40	4,033	.....	.....	.....	3,787	.....	3,062	.....	1,063	20	409	50	149	40	1,042	10
Rogers.....	9,238	40	1,043	10	5,965	.....	962	10	75	20	.....	.....	2,834	30	.....	.....	43	.....	408	50	.....	.....
Mississippi Valley Elevator.....	449	40	2,925	10	7,056	40	865	50	.....	.....	.....	.....	.....	.....	.....	.....	5,712	50	.....	.....	.....	.....
Total wheat.....	34,322	50	5,615	30	47,138	20	34,261	30	1,752	30	3,767	..	10,300	10	2,885	20	8,226	50	558	30	1,042	10

SHIPMENTS OF WHEAT DURING YEAR ENDING DECEMBER 31, 1901—ST. LOUIS, MO.

Warehouse.	Totals.		2 Red W.		3 Red W.		4 Winter.		Rej. W.		No. Grade.		3 Hard W.		2 Hard W.		4 Hard.		Rej. Hard.	
	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.
St. Louis.....	353,199	40	148,308	50	86,678	50	35,823	50	30,766	40	1	.....	32,668	40	272,928	.....	13,633	10	1,979	.....
Burlington Elevator.....	2740,070	..	1,023,594	50	271,025	30	36,753	10	2,990	..	.....	.....	1,047,732	30	701	40	.....	.....	.....	6,933
Merchants Elevator.....	290,766	50	263,285	40	20,605	40	3,464	50	2,646	20	.....	.....	513,353	40	106,010	40	16,189	50	1,301	30
Central B.....	1,951,136	..	887,583	50	288,825	20	80,835	20	17,635	20	14,400	30	1,609	10	431	30	.....	.....	.....	651
Rogers.....	1,103,900	..	70,171	50	8,221	..	.....	.....	7,719	20	1,009	10	.....	.....	.....	.....	.....	.....	.....	2,026
Mississippi Valley Elevator.....	1,569,444	50	835,283	20	520,386	40	144,372	40	23,332	10	21,814	50	3,040	40	3,165	20	1,730	50	12,818	..
Total wheat.....	6,998,517	20	3,228,238	20	1,165,743	..	301,269	50	76,089	50	37,384	90	1,597,906	50	382,803	40	31,563	50	16,098	30

SHIPMENTS OF WHEAT DURING YEAR ENDING DECEMBER 31, 1902—Continued.

Warehouse.	3 Spring.		Rej. S.		2 Mixed.		3 Mixed.		Rej. Mixed.		Screen-ings.		4 Spring.		Mixed.		2 White.		4 White.		1" Red.	
	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.
St. Louis.....																						
Burlington Elevator.....	16,314	20	701	10	171	..	6,478	20	1,677	10			1,275	40	1,029	50						
Merchants Elevator.....	1,216	40			23,333	10	18,488	40					1,917	40								
Central B.....	8,889	20			5,091	30	4,392	20					2,413	40	1,063	20	409	50	149	40	1,042	10
Rogers.....	11,461	20	1,043	10	4,522	10	4,987	20	75	20			2,586	40			43	..	408	50		
Mississippi Valley Elevator.....	449	40	2,353	10											1,095	50	85	40				
Total wheat.....	38,851	20	4,097	30	33,107	50	30,446	40	1,752	30			8,183	40	3,189	..	538	30	558	30	1,042	10

EXHIBIT "B."

RECEIPTS INTO STORE OF CORN DURING YEAR ENDING DECEMBER 31, 1901—ST. LOUIS, MO.

Warehouse.	Totals.		2 White.		3 White.		4 White.		No. 2.		No. 3.		No. 4.		No grade.		2 Yellow.		3 Yellow.			
	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.		
St. Louis.....	424	913	42	19,212	48	9,616	04	.....	247	874	36	112	321	54	.....	.....	17	750	.....	18,138	12	
Merchants' A.....	16	636	44	2,755	40	2,755	40	.....	5,763	32	.....	.....	.....	.....	.....	.....	8	097	28	.....	34	
Central B.....	156	899	18	31,750	36	6,210	20	.....	61	560	18	37	073	04	4,294	26	.....	11	773	30	44,141	34
Burlington Elevator.....	3,411	301	25	472,646	24	385,698	.....	17,576	24	1,669	090	16	453	938	16	44,164	46	347	332	31	39,550	50
Mississippi Valley Elevator.....	100	917	18	7,592	18	26,618	02	.....	45	978	12	9,835	.....	.....	1,093	42	.....	8	510	.....	7,542	28
Rogers.....	17	027	28	4,734	46	.....	.....	.....	5,587	28	621	24	2,232	48	.....	.....	3	320	50	.....	.....	.....
Total corn.....	4,127	785	45	535,937	04	405,198	10	17,576	24	2,035,874	30	613,894	42	51,553	22	1,093	42	397,294	27	66,373	12	

SHIPMENTS OF CORN DURING YEAR ENDING DECEMBER 31, 1901—ST. LOUIS, MO.

Warehouse.	Totals.		2 White.		3 White.		4 White.		No. 2.		No. 3.		No. 4.		No grade.		2 Yellow.		3 Yellow.		Corn & Oats.	
	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.
St. Louis.....	831	135 22	9,457 28	11,039 26	.....	.....	186,643 24	96,184 16	.....	.....	.....	.....	.....	.....	.....	.....	11,607 08	16,203 32	.....	.....	.....	.....
Merchants' A.....	13	636 44	2,755 40	2,755 40	.....	.....	3,270 20	40,129 08	4,726 36	1,633 22	7,610 40	.....	.....	.....	.....	.....	7,822 18	4,141 34	.....	.....	.....	1,978 52
Central B.....	208	969 18	32,524 32	7,239 46	400 30	.....	99,369 20	472,722 04	56,024 26	1,083 42	254,883 32	29,766 06	.....	.....	.....	.....	254,883 32	29,766 06	.....	.....	.....	.....
Burlington Elevator.....	3,044	925 07	452,510 32	402,057 08	26,593 32	.....	1,348,373 49	9,926 04	.....	.....	1,619 26	7,542 28	.....	.....	.....	.....	1,619 26	7,542 28	.....	.....	.....	.....
Mississippi Valley Elevator.....	84	266 16	8,717 18	20,618 22	.....	.....	42,842 30	691 24	1,005 50	.....	2,586 54	.....	.....	.....	.....	.....	2,586 54	.....	.....	.....	.....	.....
Rogers.....	11	649 06	1,847 18	5,867 28	.....	.....	5,867 28	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Total corn.....	3,693	692 01	565,057 16	443,710 30	26,994 06	.....	1,686,087 03	621,583 ..	61,760 ..	2,727 08	236,130 10	57,653 44	.....	.....	.....	.....	236,130 10	57,653 44	.....	.....	.....	1,978 52

EXHIBIT "C."

RECEIPTS INTO STORE OF OATS DURING YEAR ENDING DECEMBER 31, 1901—ST. LOUIS, MO.

Warehouse.	Totals.		2 White.		3 White.		4 White.		No. 2.		No. 3.		No. 4.		No grade.		2 Northern.	
	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.
Burlington Elevator.....	174,450	10	65,861	18	47,923	54	13,829	02	39,380	30	1,766	18	1,344	12	.....	.....	4,344	02
St. Louis.....	21,199	22	.....	.....	15,940	20	.....	.....	5,259	02	.....	.....	.....	.....	.....	.....	.....	.....
Merchants' Elevator.....	77,200	..	.....	.....	59,800	30	.....	.....	10,373	24	1,737	06	.....	.....	.....	.....	.....	.....
Mississippi Valley Elevator.....	69,257	04	4,677	16	25,446	16	5,288	04	20,447	06	6,377	26	.....	.....	4,143	14	.....	.....
Central B.....	26,648	14	1,005	20	11,921	18	5,557	26	.....	.....	6,771	08	1,392	06	.....	.....	.....	.....
Total oats.....	368,755	18	71,544	22	161,033	12	32,839	22	75,460	30	16,652	26	2,736	18	4,143	14	.....	4,344 02

SHIPMENTS OF OATS DURING YEAR ENDING DECEMBER 31, 1901—ST. LOUIS, MO.

Warehouse.	Totals.		2 White.		3 White.		4 White.		No. 2.		No. 3.		No. 4.		No grade.		2 Northern.	
	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.
Burlington Elevator.....	171,990	04	65,380	20	45,944	06	13,829	02	39,339	12	1,772	26	1,344	12	.....	.....	4,349	22
St. Louis.....	21,199	22	.....	.....	15,940	20	.....	.....	5,259	02	.....	.....	.....	.....	.....	.....	.....	.....
Merchants' Elevator.....	77,200	..	.....	.....	59,800	30	.....	.....	10,373	24	1,737	06	.....	.....	.....	.....	.....	.....
Mississippi Valley Elevator.....	69,257	04	12,999	18	25,543	24	5,288	04	27,645	30	9,196	28	.....	.....	4,143	14	.....	999 20
Central B.....	26,572	28	730	02	11,921	18	5,557	26	.....	.....	6,771	08	1,392	06	.....	.....	.....	.....
Total oats.....	390,319	06	79,110	08	102,151	02	34,732	10	82,618	04	19,478	04	2,736	18	4,143	14	.....	5,349 10

EXHIBIT "D."

RECEIPTS INTO STORE OF RYE DURING YEAR ENDING
DECEMBER 31, 1900.

ST. LOUIS, MO.

Warehouse.	Totals.	No. 2.	No. 3.	No. 4.
	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.
Burlington Elevator	42,115 10	29,781 34	11,442 18	891 14
St. Louis.....	2,522 38	1,655 40	866 34	.....
Merchants' A.....	30,560 ..	24,863 22	5,696 34	.....
Mississippi Valley Elevator	30,230 30	30,230 30	.....	.....
Central B.....	17,170 44	14,454 20	2,506 54	209 26
Rogers.....	11,585 50	10,855 50	730 ..	.....
Total rye.....	134,185 04	111,841 28	21,242 48	1,100 40

SHIPMENTS OF RYE DURING YEAR ENDING DECEMBER
31, 1901.

ST. LOUIS, MO.

Warehouse.	Totals.	No. 2.	No. 3.	No. 4.
	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.
Burlington Elevator.....	41,360 36	29,283 02	11,186 20	891 14
St. Louis.....	1,049 40	.....	1,049 40	.....
Merchants' A.....	2,600 14	2,600 14	.....	.....
Mississippi Valley Elevator.....	3,390 ..	3,390 ..	.....	.....
Central B.....	2,189 46	1,024 06	1,033 52	131 44
Rogers.....	600 ..	600 00	.....	.....
Total rye.....	51,190 24	36,897 22	13,270 ..	1,023 02

EXHIBIT "E."

RECEIPTS INTO STORE OF BARLEY DURING YEAR ENDING
DECEMBER 31, 1901.

ST. LOUIS, MO.

Warehouse.	Totals.	2 Spring.	3 Spring.	Rejected
	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.
Burlington Elevator.....	418 36	.....	418 36	.....
Central B.....	38,547 06	2,195 30	33,655 32	2,695 40
Total barley.....	38,965 42	2,195 30	34,074 20	2,695 40

SHIPMENTS OF BARLEY DURING YEAR ENDING DECEMBER

31, 1901.

ST. LOUIS, MO.

Warehouse.	Totals.	2 Spring.	3 Spring.	Rejected
	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.
Burlington Elevator.....	418 36	.....	418 36	.....
Central B.....	63,025 16	2,195 30	52,201 46	8,627 36
Total barley.....	63,444 04	2,195 30	52,620 34	8,627 36

EXHIBIT "F."

						Bushels.
Total receipts of all kinds of grain for year ending December 31, 1901.....						11,178,377
Total shipments of all kinds of grain for year ending December 31, 1901.....						11,197,152
	Wheat.	Corn.	Oats.	Rye.	Barley.	
Received by rail.....	4,846,026	3,697,133	344,802	124,834	38,966	9,051,761
Received by river.....	974,610	.....	.....	7,541	.....	974,610
Received by wagons.....	24,130	.....	.....	1,810	.....	5,940
Received by re-inspection.....	661,119	430,653	23,953	7,541	.....	1,124,066
Shipped by rail.....	2,570,731	2,551,241	167,308	35,305	28,614	5,353,229
Shipped by river.....	3,474,368	609,413	84,633	.....	.....	4,168,414
Shipped by wagons.....	291,499	102,345	114,425	8,344	34,840	551,445
Shipped by re-inspection.....	661,919	430,653	23,953	7,541	.....	1,124,066
Balance grain in store Dec. 31, 1901..	2,950,818	967,251	5,838	87,249	1,341	.....
Grand total of all kinds grain in store, St. Louis, December 31, 1901.....						4,012,497
Less grain consumed in fire of St. Louis Elevator, April 7, 1901.....						716,069
						3,296,428
Average number bushels to the car, wheat.....						872
Average number bushels to the car, corn.....						900
Average number bushels to the car, oats.....						1,589
Average number bushels to the car, rye.....						832
Average number bushels to the car, barley.....						1,083

CORN.

Warehouse.	Totals.		2 White.		3 White.		No. 2.		No. 3.		No. 4.		2 Yellow.		3 Yellow.	
	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.
Burlington Elevator.....	831,999	28	43,000	00 32	31,539	14	451,670	17	188,896	18	4,743	14	92,448	55	19,657	46
St. Louis.....	98,116	28	9,755	20	1,634	08	61,295	18	17,384	10	.....	.....	6,142	48	1,934	36
Merchants' A.....	3,000	.....	.....	.....	.....	.....	2,513	12	.....	.....	.....	.....	486	44	.....	.....
Mississippi Valley Elevator.....	23,452	12	2,350	..	608	..	4,131	..	7,490	..	.....	841	14	.....	.....	.....
Central B.....	5,304	26	.....	.....	.....	.....	1,353	14	.....	.....	.....	.....	3,951	12	.....	.....
Rogers.....	5,378	22	2,887	28	.....	.....	.....	.....	.....	.....	.....	1,256	54	1,233	52	.....
Grand totals, corn.....	967,251	04	57,993	24	33,831	22	520,893	05	213,760	28	6,844	26	112,295	41	21,592	30
Consumed by fire April 7, 1901.....	98,116	28	9,755	20	1,634	08	61,295	18	17,384	10	.....	.....	6,142	48	1,934	36
Balance December 31, 1901.....	869,134	32	48,238	04	32,197	14	459,667	43	196,376	18	6,844	26	106,152	49	19,657	46

OATS.

Warehouse.	Totals.		2 White.		3 White.		No. 2.		No. 3.		2 Northern.		
	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	
Central B.....	275	18	275	18	.....	.....	.....	.....	.....	.....	.....	.....
Burlington Elevator.....	3,278	..	480	30	1,970	18	.....	817	16	.....	.....	.....
Mississippi Valley Elevator.....	2,284	02	1,359	04	407	02	517	28
Grand totals, oats.....	5,837	20	756	16	3,338	22	817	16	407	02	517	28

EXHIBIT "G."—Continued.

RYE.

BARLEY.

Warehouse.	Totals.		No. 2.		No. 3.		No. 4.		Warehouse.	Totals.		2 Spring.		3 Spring.		Rejected.	
	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.		Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.
Burlington Elevator.....	754	30	498	32	955	54	.....	.....	Central B.....	1,341	08	36	06	1,289	40	35	10
St. Louis.....	5,727	32	4,483	40	1,263	48	.....	.....	Grand totals, barley.....	1,341	08	36	06	1,289	40	35	10
Merchants' A.....	27,659	42	22,923	08	5,696	34	.....	.....							
Mississippi Valley Elevator.....	26,840	30	22,840	30	.....	.....	.....	.....					
Central B.....	14,890	54	13,430	14	1,473	02	77	38									
Rogers.....	10,866	50	10,255	50	.....	.....	.....	.....					
Grand totals rye.....	87,249	14	77,752	06	9,419	26	77	38									
Consumed by fire April 7, 1901.....	5,727	32	4,483	40	1,263	48	.....	.....							
Grand totals, rye.....	81,521	38	73,268	22	8,155	34	77	38									

EXHIBIT "H."

SHOWING THE NUMBER OF CARS OF EACH KIND OF GRAIN RECEIVED INTO THE SEVERAL PUBLIC WAREHOUSES DURING YEAR 1901—ST. LOUIS, MO.

WHEAT.

Warehouse.	Totals.....	2 red winter....	3 red winter....	4 winter.....	Rej. winter....	2 hard winter..	3 hard winter..	No grade wint.	2 soft spring...	3 soft spring...	Rej. spring....	2 mixed.....	3 mixed.....	Weevily	4 hard.....	Rej. hard.....	4 spring.....	4 mixed.....
Mississippi Valley Elevator.....	477	313	25	19	9	52	34	1	1	2	3	6	1	1	10	3	2	1
St. Louis.....	172	144	41	10	1	14	10	1	1	1	1	19	10	1	1	1	1	1
Merchants' A.....	378	342	19	13	3	7	148	2	11	11	1	5	4	1	15	4	4	1
Central B.....	1,800	995	122	13	13	469	250	4	8	22	3	20	15	4	15	4	6	1
Burlington Elevator.....	2,246	764	73	10	13	1,037	250	4	3	10	4	7	1	1	11	1	2	1
Rogers.....	466	287	8	1	1	126	20	4	5	10	4	1	1	1	1	1	1	1
Grand totals, wheat	5,559	2,745	306	58	26	1,705	463	11	12	46	10	57	31	4	52	12	17	4

CORN.

Warehouse.	Totals.....	2 white.....	3 white.....	4 white.....	No. 2.....	No. 3.....	No. 4.....	No grade	2 yellow.....	3 yellow.....
Mississippi Valley Elevator.....	120	13	26	1	51	11	1	1	10	8
St. Louis.....	367	14	9	1	174	135	1	1	14	21
Merchants' A.....	20	3	7	1	7	38	5	1	10	10
Central B.....	161	40	11	1	47	38	5	1	12	8
Burlington Elevator.....	3,423	439	441	21	1,542	522	51	1	361	45
Rogers.....	17	1	4	1	4	1	3	1	4	1
Grand totals, corn.....	4,108	510	491	21	1,825	707	60	1	411	82

EXHIBIT "H."—Continued.

OATS.

Warehouse.	Totals.	2 White.	3 White.	4 White.	No. 2	No. 3	No. 4	No Grade.
Mississippi Valley Elevator.....	42	3	17	6	11	2	.....	3
St. Louis.....	13	.....	9	.....	4	.....	.....	.....
Merchants' A.....	41	1	28	4	8	.....	.....	.....
Central B.....	24	1	10	3	2	7	1	.....
Burlington Elevator.....	90	39	18	6	29	3	.....	1
Rogers.....	1	1	.....	.....	.....	.....	.....	.....
Grand totals, oats.....	217	45	82	19	54	12	1	4

BARLEY.

Warehouse	Totals.	No. 2.	No. 3.	No. 4.	Warehouse.	Totals.	2 Spring.	3 Spring.	Rejected.
Mississippi Valley Elevator.....	41	40	1	.....	Central B.....	36	1	33	2
St. Louis.....	5	3	2	.....	Grand totals, barley.....	36	1	33	2
Merchants' A.....	38	31	7	1					
Central B.....	24	16	7	.....				
Burlington Elevator.....	29	29	.....	.....			
Rogers.....	13	12	1	.....				
Grand totals, rye.....	150	131	18	1					

Grand total all kinds of grain, 10,070 cars.

EXHIBIT "A."

RECEIPTS INTO STORE DURING YEAR ENDING DECEMBER 31, 1901—KANSAS CITY, MO.

WHEAT.

Warehouse.	Totals.		2 Red.		3 Red.		4 Red.		Rejected hard.		No grd. hard.		2 Mixed.		3 Mixed.		2 Hard.		3 Hard.		4 Hard.		Weevily wheat.		2 Spring.	
	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.
Crescent Elevator....	502	934 09	55	259 40	42	985 ..	29	758 30	12	433 20	1	576 40	5	961 30	15	635 10	107	710 04	129	277 57	71	690 28	12	121 40	3	425 50
Exchange Elevator...	395	498 04	23	317 50	3	509 10	3	240 ..	39	837 30	8	144 10	6	037 10	2	855 50	109	311 14	79	857 56	49	353 20	4	178 24	792	30
Totals.....	958	432 13	78	577 30	46	594 10	32	998 30	52	270 50	9	720 50	12	588 40	18	491 ..	217	021 18	209	135 53	121	043 48	16	300 04	4	218 20

WHEAT—Continued.

Warehouse.	3 Spring.		Reject'd red.		Reject'd spring.		2 W. spring.		3 W. spring.		4 W. spring.		Reject'd mixed.		No grd. mixed.		Sweep-ings.		Screen-ings.		L. B. wheat.		4 Spring.		Wheat & rye.		No grd. spring.	
	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.
Crescent Elevator..	1,785	50	10,075 ..	25,580 ..	849	10	3,835 ..	4,540 ..	6,838	20	5,935 ..	680 ..	1,740	50	11,695	50	497	30	8,403	20	497	30	8,403	20	497	30	8,403	20
Exchange Elevator..	1,785	50	10,075 ..	17,313 50	635 ..	1,484	10	3,835 ..	14,406	20	5,746 ..	175 ..	2,703	20	4,504	10	11,695	50	497	30	8,403	20	497	30	8,403	20	497	30
Totals.....	1,785	50	10,075 ..	42,893 50	1,484	10	3,835 ..	18,949	20	12,584	20	6,491	40	855 ..	1,282	30	14,123	30	497	30	8,403	20	497	30	8,403	20	497	30

SHIPMENTS OF WHEAT DURING THE YEAR ENDING DECEMBER 31, 1901—KANSAS CITY, MO.

Warehouse.	Totals.		2 Red.		3 Red.		4 Red.		Reject'd hard.		No grd. hard.		2 mixed.		3 mixed.		2 Hard.		3 Hard.		4 Hard.		Weevily wheat.		2 Spring.	
	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.
Crescent Elevator.....	653,367	35	61,176	20	44,617	30	31,491	00	12,433	20	1,576	40	7,065	40	16,325	10	166,799	24	129,277	57	71,690	28	12,868	20	3,425	50
Exchange Elevator.....	357,815	40	8,317	10	3,599	10	3,240	00	39,625	50	8,144	10	6,637	10	2,855	50	86,811	14	79,857	56	49,383	20	4,178	20	792	30
Totals.....	1,011,183	15	69,493	30	48,216	40	34,731	00	52,059	10	9,720	50	13,732	50	19,181	00	253,610	38	209,135	53	121,073	48	17,046	40	4,218	20

WHEAT—Continued.

Warehouse.	3 Spring.		Reject'd red.		Reject'd spring.		2 W. spring.		3 W. spring.		4 W. spring.		4 Mixed.		Reject'd mixed.		No grd. mixed.		Sweep-ings.		Screen-ings.		L. B. wheat.		4 Spring.		Wheat & rye.		No grd. spring.	
	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.
Crescent Elevator..	1,785	50	21,264	10	26,115	50	849	10	11,058	16	4,540	..	6,938	20	6,478	20	680	..	1,292	30	950	50	1,740	50	11,695	50	497	30	8,403	20
Exchange Elevator..	.....	.....	.....	.....	17,313	50	635	..	.....	.....	14,469	20	5,746	..	556	40	175	..	.....	.....	13,873	..	2,763	20	.....	.....	.....	.....	.....	.....
Totals.....	1,785	50	21,264	10	43,429	40	1,484	10	11,058	16	18,949	20	12,584	20	7,035	..	855	..	1,292	30	14,123	50	4,504	10	11,695	50	497	30	8,403	20

EXHIBIT "B."

RECEIPTS INTO STORE OF CORN DURING YEAR ENDING DECEMBER 31, 1901—KANSAS CITY, MO.

Warehouse.	Totals.		2 Corn.		3 Corn.		4 Corn.		2 White.		3 White.		4 White.		2 Yellow.		3 Yellow.		4 Yellow.		No Grade.	
	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.
Crescent Elevator.....	224,885	46	165,799	50	32,694	34	785	40	16,150	..	15,480	14	1,049	06	777	38	12,364	36	..	..	1,178	32
Exchange Elevator.....	489,184	36	139,961	04	125,644	36	30,520	20	25,591	54	130,040	50	13,625	50	8,046	54	6,366	04	2,611	04	757	08
Sun Elevator.....	243,516	14	170,706	44	12,801	04	1,101	24	16,966	34	6,278	22	..	..	28,645	50	..	..	..	..	..	..
Total corn.....	957,586	40	476,487	42	172,110	18	32,467	28	48,708	32	151,799	30	14,675	..	37,470	30	19,320	40	2,611	04	1,935	40

SHIPMENTS OF CORN DURING YEAR ENDING DECEMBER 31, 1901, KANSAS CITY, MO.

Warehouse.	Totals.		2 Corn.		3 Corn.		4 Corn.		2 White.		3 White.		4 White.		2 Yellow.		3 Yellow.		4 Yellow.		No Grade.	
	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.
Crescent Elevator.....	226,075	06	165,799	50	34,853	50	785	40	6,150	..	15,480	14	1,049	06	777	38	12,364	36	..	..	1,178	32
Exchange Elevator.....	423,143	34	73,940	02	125,644	36	30,520	20	25,591	54	130,040	50	13,625	50	8,046	54	6,366	04	2,611	04	757	08
Sun Elevator.....	25,481	14	..	..	12,006	34	1,161	24	..	..	5,748	22	..	..	..	..	6,474	46	..	..	..	..
Total corn.....	674,699	54	239,739	52	172,505	08	32,467	28	31,741	54	151,269	30	14,675	..	8,824	36	18,839	26	2,611	04	1,935	40

EXHIBIT "C."

RECEIPTS INTO STORE OF OATS DURING YEAR ENDING DECEMBER 31, 1901—KANSAS CITY, MO:

Warehouse.																			
Totals.		2 White.		3 White.		4 White.		No. 2.		No. 3.		No. 4.		No grade.		2 Color.		3 Color.	
Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.
Cresent Elevator.....	15,904	22	4,848	14	1,048	14	.....	10,007	26	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Exchange Elevator	243,062	12	43,380	08	123,371	28	5,164 02	37,491	16	12,156	14	5,555	10	9,132	30	2,357	26	.....	4,442 06
Total oats.....	258,967	02	48,228	22	124,420	10	5,164 C2	47,490	10	12,156	14	5,555	10	9,132	30	2,357	26	.....	4,442 06

SHIPMENTS OF OATS DURING YEAR ENDING DECEMBER 31, 1901—KANSAS CITY, MO.

Warehouse.	Totals.		2 White.		3 White.		4 White.		No. 2.		No. 3.		No. 4.		No grade.		2 Color.		3 Color.		
	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	
Crescent Elevator.....	15,904	22	4,848	14	1,048	14	.....	.....	10,007	26	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Exchange Elevator.....	230,496	28	43,480	08	116,816	12	5,164	02	37,491	16	12,156	14	5,555	10	9,132	30	2,357	26	4,442	06
Total oats	246,401	18	48,328	22	117,864	26	5,164	02	47,490	10	12,156	14	5,555	10	9,132	30	2,357	26	4,442	06

EXHIBIT "G."

TOTAL GRAIN IN STORE IN ALL WAREHOUSES AT CLOSE
OF BUSINESS DECEMBER 31, 1901—KANSAS CITY, MO.

WHEAT.

Warehouse.	Totals.	2 Red Winter.	Rej. Winter.	2 H'rd Winter
	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.
Exchange Elevator.....	37,711 40	15,000 ..	211 40	22,500 ..
Grand totals, wheat.....	37,711 40	15,000 ..	211 40	22,500 ..

CORN.

Warehouse.	Totals.	2 White.	3 White.	No. 2	No. 3.
	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.
Exchange Elevator.....	66,041 02	.....	.....	66,041 02	.....
Sun Elevator.....	218,035 ..	16,966 34	530 ..	170,706 44	704 26
Grand totals, corn.....	284,076 02	16,966 34	530 ..	236,747 46	704 26

OATS.

Warehouse.	Totals.	3 White.
	Bu. Lbs.	Bu. Lbs.
Exchange Elevator.....	6,555 16	6,555 16
Grand total, oats.....	6,555 16	6,555 16

RYE.

Warehouse.	Totals.	No. 2.	No. 3.
	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.
Exchange Elevator.....	40,224 26	25,224 26	15,000 ..
Grand totals, rye	40,224 26	25,224 26	15,000 ..

EXHIBIT "H."

SHOWING THE NUMBER OF CARS OF EACH KIND OF GRAIN
RECEIVED INTO THE SEVERAL PUBLIC WARE-
HOUSES DURING YEAR ENDING DECEM-
BER 31, 1901—KANSAS CITY, MO.

WHEAT.

Warehouse.	Totals.	2 Red winter.	3 Red winter.	4 Winter.	Rejected winter.	2 Hard winter.	3 Hard winter.	No grade.	2 Soft spring.	3 Soft spring.	Rejected spring.	2 Mixed.	3 Mixed.	Weevily.	Burnt.	Screenings.	4 Mixed.	4 W. spring.
Crescent Elevator...	665	50	52	110	32	128	170	9	8	7	28	7	20	13	...	...	9	23
Exchange Elevator..	408	20	5	4	63	107	89	51	2	...	...	6	3	4	3	16	8	21
Gr'd totals wheat..	1,073	76	57	114	95	235	259	60	10	7	28	13	23	17	3	16	17	43

CORN.

Warehouse.	Totals.	2 White.	3 White.	4 White.	No. 2.	No. 3.	No. 4.	No Grade.	2 Yellow.	3 Yellow.
Crescent Elevator.....	203	7	10	1	137	33	8	1	6	...
Sun Elevator.....	262	19	7	...	183	16	1	...	29	7
Exchange Elevator.....	407	12	89	14	127	113	33	...	5	14
Grand totals, corn	872	38	106	15	447	162	42	1	40	21

OATS.

Warehouse.	Totals.	2 White.	3 White.	4 White.	No. 2.	No. 3.	No. 4.	No Grade.	2 Color.	3 Color.
Crescent Elevator.....	8	3	1	...	4	...	...	...	...	...
Exchange Elevator.....	130	27	61	4	21	7	3	1	4	2
Grand totals, oats.....	138	30	62	4	25	7	3	1	4	2

RYE.

Warehouse.	Totals.	No. 2.	No. 3.	No. 4.
Crescent Elevator.....	46	33	13	...
Exchange Elevator.....	68	52	15	1
Grand totals, rye.....	114	85	28	1

GRAIN INSPECTION.

November 23, 1900—The following was received:

St. Louis, November 22, 1900.

Hon. Railroad and Warehouse Commission:

Gentlemen—I would recommend a reduction of inspection and weighing fees from 75 cents per 1,000 bushels to 50 cents per 1,000 bushels for grain loading in barges, in order to make the fees equal and just with the barge lines.

There has been an increase in the car capacity, many of them now carrying 1,000 bushels and upward, for the inspection of which we charge but 50 cents per car. Removing this unjust discrimination between river and railroad shipments would, I believe, be only just and proper.

Yours truly,

W. H. GOODDING,

Chief Grain Inspector Mo.

The foregoing recommendation was approved by the Commissioners, to take effect December 1, 1900.

March 15, 1901—The following was received through Chief Inspector Goodding:

St. Louis, Mo., March 13, 1901.

W. H. Goodding, Chief Grain Inspector, St. Louis, Mo.:

Dear Sir—As the grain receiving and shipping houses of St. Louis, organized in a meeting under date of March 7th, for the purpose of improving the facilities for handling and weighing grain at St. Louis and East St. Louis, appointed a committee of eight, to recommend suitable improvements.

Said committee find it desirable to handle all reconsigned grain from St. Louis, through elevators, mainly in St. Louis, when destined for points beyond St. Louis, either in bulk or in sacks.

According to the rules of the Missouri State Board, grain handled through public elevators, is subject to inspection in and inspection out, except possibly in case of being transferred through a public elevator from car to car, and as contemplated arrangements include carrying the grain 10 days free storage, if necessary, necessitating throwing back into bins, it would subject such grain to two inspection charges, one in and one out, and in consideration of this being through business, and so billed to an outbound road, via the elevator for weighing, transfer or sacking, we would ask that you waive that portion of your rules, necessitating two inspections, and let this through grain, when so billed, go through the public elevators, both in and out, with one inspection only. On all of this through or reconsigned grain, the elevators will only issue a memorandum, and not a regular elevator or warehouse receipt, hence no registration on this through grain.

We believe this contemplated new arrangement, would largely increase in

spection of grain at St. Louis, as it will increase the receipts of grain at St. Louis very materially.

Hoping to have your early and favorable reply, we remain,

Yours very truly,

J. L. WRIGHT,
GEO. F. POWELL,
J. D. PARROTT,
T. B. MORTON,
W. B. HARRISON,
R. L. WOOSTER,
JOHN G. MITTLER,
ERICH PICKER,
G. L. GRAHAM.

April 16, 1901—The following order was issued by the Board, to take effect immediately:

“Until further notice on all grain billed direct to public elevators for transfer, (that is, to be shipped out within ten days), and there inspected, a fee of twenty-five cents per car be charged for *in inspection*, and a fee of twenty-five cents per car be charged for *out inspection*; and further, on all grain inspected *on track*, and afterwards billed to elevator for transfer, (that is, to shipped *out* within ten days), the regular inspection fee of fifty cents per car be charged for *out inspection*. All grain billed for transfer and not transferred within ten days of its receipt into public elevator shall be subject to regular *in* and *out* inspection charges.”

Order was transmitted to Chief Inspector Goodding, April 16, 1901.

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